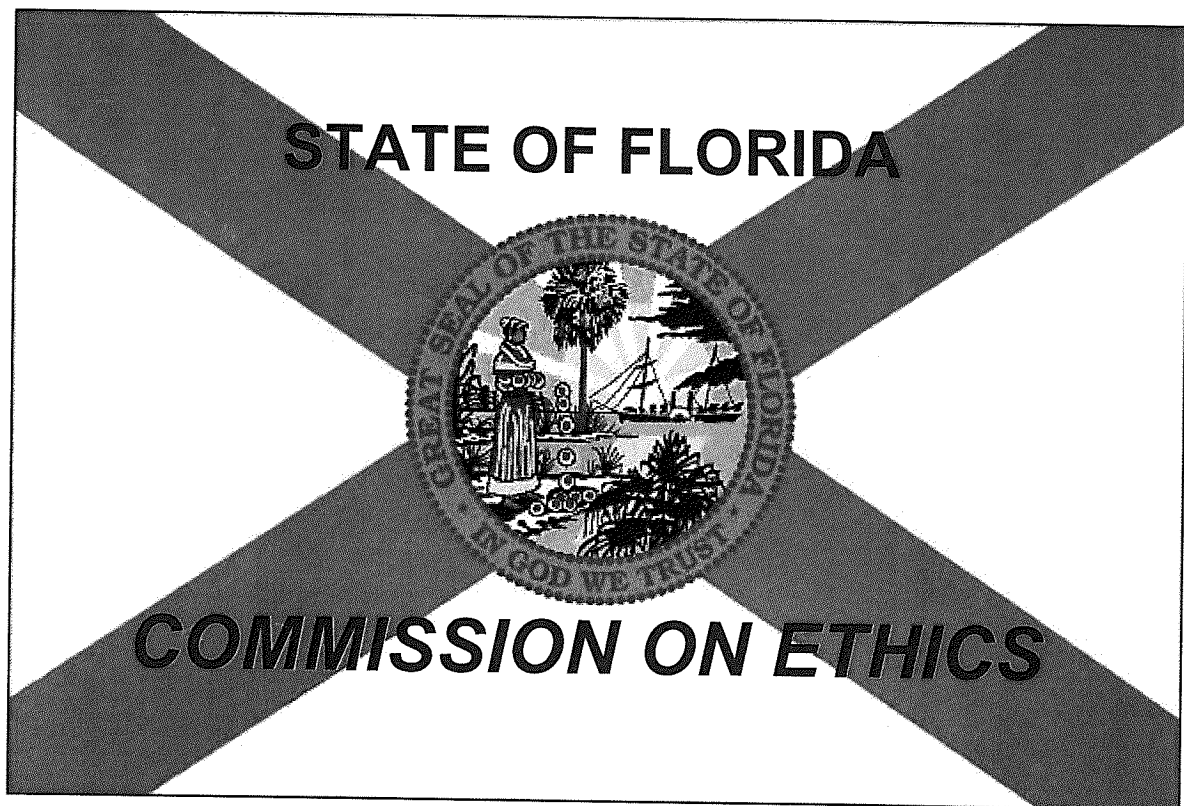


# REPORT OF INVESTIGATION



Consolidated Complaint Number 18-026

## NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter.

STATE OF FLORIDA  
COMMISSION ON ETHICS  
Post Office Drawer 15709  
Tallahassee, Florida 32317-5709

## REPORT OF INVESTIGATION

TITLE: KIMBERLEY DANIELS  
Former City Council Member/Member Florida  
House of Representatives - District 14  
Jacksonville, Florida

COMPLAINT NO: 18-026  
Exhibits A through H

INVESTIGATED BY: A. Keith Powell  
A. Keith Powell

Distribution: Commission on Ethics  
Respondent  
Advocate  
File

Releasing Authority: N. Linda D.  
Executive Director  
7/2/18  
Date

\* \* \* \*

**REPORT OF INVESTIGATION  
COMPLAINT NO. 18-026**

- (1) Mr. Robert L. Hall of Jacksonville alleges that Ms. Kimberly Daniels, while serving as a member of the Jacksonville City Council, failed to disclose all of her assets and liabilities on her CE Form 6, Full and Public Disclosure of Financial Interests, for the years 2012, 2013, and 2014.
- (2) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the above-referenced allegation was sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8, Florida Constitution, and Section 112.3144, Florida Statutes (Full and Public Disclosure of Financial Interests).
- (3) The Complainant alleges that the Respondent failed to disclose assets and liabilities, and specifically alleges that she owes approximately \$1,000,000 in mortgages on properties in Broward and Duval counties. He also alleges that she purchased time-share properties in Daytona Beach and Orlando and failed to disclose these liabilities and assets on her 2012, 2013, and 2014 financial disclosure forms.
- (4) These same allegations were previously filed by the Complainant on May 15, 2015, against the Respondent and in 2016 investigated under Complaint No. 15-113. A Report of Investigation was prepared in that case and the Advocate recommended a finding of probable cause to believe the Respondent violated Article II, Section 8, Florida Constitution, and Section 112.3144, Florida Statutes, by filing inaccurate CE Form 6's, "Full and Public Disclosure of Financial Interests," for filing years 2012, 2013, and 2014. On August 2, 2017, the Commission on Ethics adopted the Advocate's Recommendation finding probable cause and the matter was transmitted to the Department of Administrative Hearings on October 17, 2017. On November 7, 2017, Respondent's then-counsel, James H. K. Bruner, filed a "Motion to Dismiss or Motion in Limine [sic]" in this matter and the Advocate joined Respondent's counsel on November 14, 2017, in a "Joint Motion to Relinquish Jurisdiction Pursuant to Section 120.57(1)(i), Florida Statutes," after it was determined that the complaint filed against the Respondent was filed within 30 days of an election (May 19, 2015) in which the Respondent was a candidate. On January 19, 2018, the Commission on Ethics issued an "Order Dismissing Complaint" in Complaint No. 15-113, pursuant to Section 112.324(2)(f), Florida Statutes, because the Commission lacked jurisdiction in the matter based on the timing of the filing of the complaint.
- (5) The instant complaint, 18-026, was filed February 12, 2018, by Mr. Hall, incorporating his prior complaint in 15-113.
- (6) The Respondent is represented in this matter by Mr. Ron Meyer. However, at the time she was interviewed for Complaint No. 15-113, the Respondent was represented by Mr. Mark Herron. Mr. Meyer advised by telephone that the Respondent wished to rely on the previous statement she provided in 2016 to the Commission on Ethics in Complaint No. 15-113 rather than submit to a new interview in reference to this matter.

- (7) The Respondent, interviewed in 2016 in the presence of her then-attorney, Mark Herron, stated that she was a City Council At-Large Group 1 member for the City of Jacksonville from 2011 through 2015. However, she no longer serves in this position. At the time of her interview she was a candidate for the Florida House of Representatives, District 14, to which she subsequently was elected and continues to serve presently.
- (8) The Respondent stated in 2016 that she is the founder and President of the Spoken Word Ministries, Inc., a church. The Respondent stated that she also is the President of Kimberly Daniels Ministries International, Inc., which she described as an "entity of Spoken Word Ministries." The Respondent advised that Kimberly Daniels Ministries International is geared toward outreach, evangelism, and missions. She added that the Spoken Word Ministries receives all the income given to both entities. The Respondent noted that she has "a lot of authority" as a member of the Spoken Word Ministries board of directors, which oversees all activities of the church.
- (9) The Respondent further advised in 2016 that she was involved in no other businesses during 2012 through 2014, other than a boutique, which was not profitable and "never got off the ground." As of December 31, 2014, the Respondent's CE Form 6 valuation date, the boutique had been dissolved according to the Florida Department of State, Division of Corporations. Records reflect that the company was incorporated on January 17, 2014, and dissolved on October 21, 2014.
- (10) Division of Corporations documents reflect that Spoken Word Ministries, Inc., is a not-for-profit corporation, incorporated in 1995, and Kimberly Daniels Ministries International, Inc., is a not-for-profit incorporated in 2004. Both entities list the Respondent as President. The documents reflect that Spoken Word Ministries has eight corporate officers including the Respondent, and Kimberly Daniels Ministries International has six corporate officers including the Respondent. The entities share five of the same corporate officers.
- (11) The Respondent's CE Form 6, Full and Public Disclosure of Financial Interests, for filing years 2012, 2013, and 2014, are appended as Composite Exhibit A. The forms do not reflect any time-share or real property assets or any mortgage liabilities.
- (12) Duval and Broward County Property Appraiser's Office documents reflect that the following properties were owned by Kimberly Daniels, Kimberly Daniels Ministries, and Spoken Word Ministries during 2012, 2013, and 2014:
- Property owned by Kimberly Daniels:
    - 9197 Camshire Drive, Jacksonville, Florida.
  - Properties owned by Kimberly Daniels Ministries:
    - 121 Schooner Key Place, Jacksonville, Florida.
  - Properties owned by Spoken Word Ministries:
    - 2819 Myrtle Avenue, Jacksonville, Florida.



- 1445 Steele Street, Jacksonville, Florida.
- Moncrief Road, Jacksonville, Florida.
- Moncrief Road, Jacksonville, Florida.
- 5638 Moncrief Road, Jacksonville, Florida.
- 0 105th Street, Jacksonville, Florida.
- 11881 Piccadilly Place, Davie, Florida.

(13) The Respondent stated in 2016 that she lives at 121 Schooner Key Place, which is a parsonage owned by Spoken Word Ministries. As pastor of the church, the Respondent said she had no assets or liabilities in her name during 2012 through 2014. She added that she utilizes a vehicle owned by her sister.

(14) The Respondent related in 2016 that she has never made mortgage payments for the properties referenced in the complaint, noting that the church makes all the payments. The Respondent confirmed that she is one of the mortgage guarantors for the church, explaining that loan companies are hesitant to grant loans to churches because churches may dissolve at any time. She added that she has been a guarantor for the church for over 20 years, and that currently the church has three other guarantors for its liabilities. The Respondent acknowledged that as guarantor, if the church failed to make payments for any property, she would be responsible for making the payments herself, and her credit rating would be at risk. She added that the church has never failed to make loan payments. She stated that the church has not defaulted on any of the properties.

(15) The Respondent related that the church pays the premiums for her \$1 million life insurance policy that she disclosed in her CE Form 6 for the years 2012 through 2014. She explained that the church maintains the life insurance policy – where the church is the beneficiary – because she is the "face" of the church, and her death could affect the church's finances.

(16) The Respondent confirmed in 2016 that the Spoken Word Ministries has owned time-shares in Orlando and in Daytona Beach since 2002 or 2003. The Respondent stated:

Yes, the church owns the time-shares, but we've done huge conferences with like 10,000 people and we've had to house, I mean, for lighting, and speaker, twenty speakers. We got the time-shares so when we did these conferences in the area we could get the rooms at economical rates. . . . Three time-shares, two in Orlando, and one in Daytona. . . . The church pays the bills [for the time-shares].

(17) According to Gayle Anderson, Owner Relations Correspondence Manager at Westgate Resorts, the Respondent and her then-husband, not Spoken Word Ministries, purchased the Orlando time-share. Ms. Anderson stated by telephone in 2016 that the ownership terms are for every even year. Ms. Anderson related that the Respondent and her former husband have owned the time-share property since 1999. She added that, to the best of her knowledge, the Respondent and her former husband owned the time-share continuously during 2012 and 2014. She advised that this time-share was valued at \$14,340 during 2012, and \$15,540

during 2014 (Exhibit B). Ms. Anderson related that the Respondent had no maintenance fee debt at the end of 2012 that exceeded \$1,000, but she did have a debt of \$1,197.41 at the end of 2014, for maintenance fees owed to Westgate Resorts related to her the time-share ownership. Records reflect that the mortgage was satisfied in October 2000.

(18) Benjamin La Luzerne, In-House Counsel for Diamond Resorts International, provided in 2016 a document (appended as Exhibit C) which lists Kimberly Daniels and her former husband Ardell Daniels as owners of a time-share and Spoken Word Ministries as the secondary title owner. Exhibit C reflects that the property in Daytona Beach was purchased on August 26, 2001, for \$11,650. Mr. La Luzerne stated by e-mail that Kimberly and Ardell Daniels have owned, since 2001, a deeded time-share interest in a condominium in the resort known as Liki Tiki Village Resort (Isle of Bali II), a Daytona Beach property managed by Diamond Resorts.

(19) Georgeta Onciu Aguiar, Paralegal with Wyndham Worldwide Corporation, provided in 2016 documents (Composite Exhibit D) related to the purchase of a vacation ownership interest in a time-share at Fairfield Daytona Beach at Ocean Walk II, for occupancy in odd-numbered years. The Purchase and Sale Agreement, dated April 25, 2004, reflects a sale price of \$11,200, and is between Fairfield Resorts, Inc., and "Kimberly Daniels DBA Spoken Word Ministries." All documents pertaining to this purchase, including the mortgage, which was satisfied in 2008, are signed by the Respondent "Kimberly Daniels," over the printed name "Kimberly Daniels DBA Spoken Word Ministries."

(20) Ms. Aguiar provided documents (Composite Exhibit E) related to the purchase of a vacation ownership interest in a second time-share at Fairfield Daytona Beach at Ocean Walk II. This Purchase and Sale Agreement is dated April 29, 2005, and reflects a sale price of \$33,200, and is between Fairfield Resorts, Inc., and "Spoken Word Ministries Kimberly Daniels & Ardell Daniels." The Purchase and Sale Agreement, as well as the Promissory Note, Contract Addendum, Statement of Understanding, Assignment Agreement and Use Restriction, are signed by the Respondent as "Kimberly Daniels," over the printed name "Kimberly Daniels."

(21) Micki Richmond, Manager of the Title Services Department with Wyndham Vacation Ownership, Inc., stated by telephone in 2016 that the above-referenced Purchase and Sale Agreement dated April 29, 2005, applies as annual ownership, meaning not on every odd or even numbered year. Ms. Richmond explained that the Respondent's contracts are for point ownership, and that for the April 25, 2004, contract, the Respondent receives 77,000 points every odd numbered year, and 308,000 points annually for the April 29, 2005, contract. Ms. Richmond further explained that she is not able to determine how many time-shares the Respondent would have access to because it varies greatly in points according to location, and time of the year. Ms. Richmond added that typically the total points awarded are yearly and do not roll-over. Ms. Richmond related that the Respondent owned the time-shares during 2012, 2013, and 2014, and continues to own the time-shares. Ms. Richmond stated that in 2007, the Respondent attempted to transfer title to Spoken Word Ministries through quitclaim deeds, one quitclaim deed for each of the two time-share contracts, but they were not valid due to an "insufficient legal description" of the properties. Ms. Richmond stated that the

Respondent was not informed that the quitclaim deeds were invalid until the Respondent's account went into foreclosure because she failed to pay the maintenance fees. That quitclaim transfer issue was communicated to the Respondent in June 2016. Ms. Richmond stated that the Respondent filed another quitclaim deed for each of the two time-shares on June 30, 2016, which had insufficient legal descriptions of the properties as well, and were rejected as invalid.

(22) According to Wyndham documents, the Respondent incurred debts exceeding \$1,000 during 2012, 2013, and 2014 for not paying maintenance fees related to time-share ownership (Exhibit F), with the accumulated debt and late fees totaling \$11,160.38 in 2014.

(23) Documents pertaining to the Respondent's marital dissolution were provided in 2016 by former attorney for Ms. Daniels, Richard Greenberg (Exhibit G) who initially represented the Respondent in Case 15-113. The judgement, dated May 3, 2016, is styled "In re: the Marriage of Ardell Daniels, Petitioner/Husband, and Kimberly Daniels, Respondent/Wife and Spoken Word Ministries, Inc., Third Party Dependent." The marital settlement agreement reflects that the property located at 11881 Piccadilly Place, Davie, Florida, is owned by Spoken Word Ministries. The agreement states that all parties agree that the home would be sold and the proceeds from the sale divided, with the Respondent's husband receiving 75 percent and the Respondent 25 percent (Exhibit G-4). This agreement also indicates that the parties agreed that the home at 9197 Camshire Drive in Jacksonville would be sold, with the husband receiving 100 percent of the proceeds after payoff of a line of credit. The agreement further indicates that Spoken Word Ministries would maintain possession of the Camshire Drive property until it is sold and Spoken Word would make the monthly payments on the line of credit (Exhibit G-4). The agreement indicates that a Wells Fargo home equity loan to Kimberly Daniels and Ardell Daniels would be refinanced by the Respondent within 120 days, removing her husband's name from the liability, or the property would be sold (Exhibit G-9). The agreement states that the Respondent's husband would own the time-shares at Westgate Resorts in Orlando, and Diamond Resorts and Ocean Walk in Daytona Beach, and any other time-shares listed in the Respondent's or the corporation's name (Exhibit G-9).

Note: Wells Fargo did not respond in 2016 to multiple requests – and a subpoena – for records related to the loan. Duval County Clerk of Courts records reflect that the Respondent and her husband received a home equity line of credit on the Camshire Drive property from Wachovia Bank (before it merged with Wells Fargo) in 2008 of up to \$104,000 (Exhibit H).

(24) The Respondent's former husband, Ardell Daniels, listed in 2016 a Wells Fargo home equity line of credit as a liability on his Updated Family Law Financial Affidavit (Short Form) dated April 25, 2016 (Exhibit G-18). He identifies the amount owed as \$101,653.31. The Respondent's divorce was final in 2016.

#### **END OF REPORT OF PRELIMINARY INVESTIGATION**



**EXHIBIT A**

**EXHIBIT A**

# FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS

2012

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME — FIRST NAME — MIDDLE NAME:

MAILING ADDRESS:

CITY:

ZIP:

COUNTY:

NAME OF AGENCY:

NAME OF OFFICE OR POSITION HELD OR SOUGHT:

COMMISSION ON ETHICS  
DATE RECEIVED

JUL 23 2013

241819

PROCESSED

CHECK IF THIS IS A FILING BY A CANDIDATE ☒

## PART A -- NET WORTH

Please enter the value of your net worth as of December 31, 2012, or a more current date. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.]

My net worth as of JUNE 30th, 20 13 was \$ 1,483,000

## PART B -- ASSETS

### HOUSEHOLD GOODS AND PERSONAL EFFECTS:

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use.

The aggregate value of my household goods and personal effects (described above) is \$ 350,000.00

### ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

DESCRIPTION OF ASSET (specific description is required - see instructions page 4)

VALUE OF ASSET

Bank Accounts / College Fund  
Life Insurance Policies  
Irish Dollars

125,000  
1,000,000  
8,000

## PART C -- LIABILITIES

LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):

NAME AND ADDRESS OF CREDITOR

AMOUNT OF LIABILITY

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

NAME AND ADDRESS OF CREDITOR

AMOUNT OF LIABILITY

# PART D -- INCOME

You may **EITHER** (1) file a complete copy of your 2012 federal income tax return, including all W2's, schedules, and attachments, **OR** (2) file a sworn statement identifying each separate source and amount of income which exceeds \$1,000, including secondary sources of income, by completing the remainder of Part D, below.

- ☐ I elect to file a copy of my 2012 federal income tax return and all W2's, schedules, and attachments.  
[If you check this box and attach a copy of your 2012 tax return, you need not complete the remainder of Part D.]

## PRIMARY SOURCES OF INCOME (See Instructions on page 5):

NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT
SWM - Pastoral Allowances	1445 Steele St. Jax FL 32209	20,000
KOMI - Hymnariums/Books	1445 Steele St Jax FL 32209	65,500
City of Jax - Council	117 West Duval Street	42,000
Estimated: 2012 taxes to be filed in oct 2013		

## SECONDARY SOURCES OF INCOME [Major customers, clients, etc., of businesses owned by reporting person--see Instructions on page 5]:

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
N/A			

## PART E -- INTERESTS IN SPECIFIED BUSINESSES [Instructions on page 6]

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2	BUSINESS ENTITY # 3
NAME OF BUSINESS ENTITY	Spokenword min.	Kimberly Daniels Ministries Int'l	
ADDRESS OF BUSINESS ENTITY	1445 Steele St	1445 Steele St	
PRINCIPAL BUSINESS ACTIVITY	ministry	ministry	
POSITION HELD WITH ENTITY	President & Founder	President & Founder	
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS	NO	NO	
NATURE OF MY OWNERSHIP INTEREST	pastor - non profit	Evangelist & Int'l speaker	

IF ANY OF PARTS A THROUGH E ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

## OATH

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.

STATE OF FLORIDA  
COUNTY OF

Duval

Sworn to (or affirmed) and subscribed before me this 19th day of

July, 2013 by Charlotte T. Jones  
Charlotte T. Jones  
(Signature of Notary Public--State of Florida)

SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE

(Print, Type, or Stamp Commissioned Name of Notary Public)  
Personally Known ☒ OR ☐ Produced Identification DD835064  
Type of Identification Produced

FILING INSTRUCTIONS for when and where to file this form are located at the top of page 3.  
INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.  
OTHER FORMS you may need to file are described on page 6.



<b>FORM 6</b>		<b>FULL AND PUBLIC DISCLOSURE</b>		<b>2013</b>
<b>OF FINANCIAL INTEREST</b>			<b>FOR OFFICE USE ONLY:</b>	
Please print or type your name, mailing address, agency name, and position below:			FLORIDA COMMISSION ON ETHICS  AUG 11 2014  RECEIVED  241819  <b>PROCESSED</b>	
LAST NAME — FIRST NAME — MIDDLE NAME: <u>Kimberly Marving Daniels</u>				
MAILING ADDRESS: <u>121 Schooner Key Place</u>				
<u>Jax FL 32218 Duval</u>				
CITY: <u>Council &amp; Constitutional Officer's</u>				
NAME OF AGENCY: <u>117 West Duval Street</u>				
NAME OF OFFICE OR POSITION HELD OR SOUGHT:				
CHECK IF THIS IS A FILING BY A CANDIDATE <input checked="" type="checkbox"/>				
<b>PART A -- NET WORTH</b>				
Please enter the value of your net worth as of December 31, 2013, or a more current date. (Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.)				
My net worth as of <u>June 30<sup>th</sup></u> 20 <u>14</u> was \$ <u>1,857,200</u>				
<b>PART B -- ASSETS</b>				
<b>HOUSEHOLD GOODS AND PERSONAL EFFECTS:</b> Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use.				
The aggregate value of my household goods and personal effects (described above) is \$ <u>350,000</u>				
<b>ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:</b> DESCRIPTION OF ASSET (specific description is required - see instructions p.4)				
<u>Bank Accounts</u>				VALUE OF ASSET <u>105,000</u>
<u>Life Insurance</u>				<u>1,250,000</u>
<u>Iraq Dollars</u>				<u>10,000</u>
<b>PART C -- LIABILITIES</b>				
<b>LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):</b> NAME AND ADDRESS OF CREDITOR				
<u>Belk's - PO BOX 530940 Atlanta, GA 30353</u>				AMOUNT OF LIABILITY <u>1000.00</u>
<u>Macy's - PO 183 083 Columbus Ohio 43218</u>				<u>1500.00</u>
<u>Neiman Marcus - PO Box 5235 Carol Stream IL 60197</u>				<u>2300.00</u>
<b>JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:</b> NAME AND ADDRESS OF CREDITOR				AMOUNT OF LIABILITY
<u>NA</u>				<u>4800.00</u>

# PART D -- INCOME

You may **EITHER** (1) file a complete copy of your 2013 federal income tax return, including all W2's, schedules, and attachments, OR (2) file a sworn statement identifying each separate source and amount of income which exceeds \$1,000, including secondary sources of income, by completing the remainder of Part D, below.

☐ I elect to file a copy of my 2013 federal income tax return and all W2's, schedules, and attachments.  
 (If you check this box and attach a copy of your 2013 tax return, you need not complete the remainder of Part D.)

## PRIMARY SOURCES OF INCOME (See instructions on page 5):

NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT
SWM - Pastoral Allowance		20,000
KOMET - Handcarved Books		75,000
City of Tax - Council		42,000

## SECONDARY SOURCES OF INCOME (Major customers, clients, etc., of businesses owned by reporting person--see instructions on page 6):

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
N/A			

## PART E -- INTERESTS IN SPECIFIED BUSINESSES (Instructions on page 6)

	BUSINESS ENTITY #1	BUSINESS ENTITY #2	BUSINESS ENTITY #3
NAME OF BUSINESS ENTITY	Spoken Word Min	Kimberly Daniels Min	
ADDRESS OF BUSINESS ENTITY	1445 Steele St	1445 Steele St	
PRINCIPAL BUSINESS ACTIVITY	Church/Ministry	Ministry	
POSITION HELD WITH ENTITY	president	president	
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS	NO	NO	
NATURE OF MY OWNERSHIP INTEREST	N/A	N/A	

IF ANY OF PARTS A THROUGH E ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

## OATH

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.

STATE OF FLORIDA  
 COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 6th day of August, 2014 by Kimberly M. Daniels  
KATRINA W. FISHER

(Signature of Notary Public - State of Florida)  
 KATRINA W. FISHER  
 Commission # FF 023397  
 Expires October 1, 2015  
 (Print, Type, or Stamp)  
 Personally Known ☒ OR Reduced Identification ☐

[Signature]  
 SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE

Type of Identification Produced

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 6 in accordance with Art. II, Sec. 8, Florida Constitution, Section 112.3144, Florida Statutes, and the Instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

Signature

Date

Preparation of this form by a CPA or attorney does not relieve the filer of the responsibility to sign the form under oath.



## FORM 6

## FULL AND PUBLIC DISCLOSURE

2014

Please print or type your name, mailing address, agency name, and position below:

## OF FINANCIAL INTERESTS

FOR OFFICE USE ONLY:

LAST NAME — FIRST NAME — MIDDLE NAME:

Kimberly Daniels

MAILING ADDRESS:

121 Schooner Key Place

Jax, Florida 32218 Duval

CITY:

ZIP:

COUNTY:

NAME OF AGENCY:

City Council - Jacksonville, Florida

NAME OF OFFICE OR POSITION HELD OR SOUGHT:

City Council - At Large Group 1

CHECK IF THIS IS A FILING BY A CANDIDATE ☒

241819

RECEIVED

JAN 14 2015

DUVAL COUNTY ELEC.

By: B. Hart

PROCESSED

## PART A — NET WORTH

Please enter the value of your net worth as of December 31, 2014. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.]

My net worth as of December 31, 2014 was \$ 1,851,300

## PART B — ASSETS

## HOUSEHOLD GOODS AND PERSONAL EFFECTS:

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effects (described above) is \$ 350,000

## ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

DESCRIPTION OF ASSET (specific description is required - see instructions p.4)

VALUE OF ASSET

Life Insurance

1,200,000

Clothes &amp; personal items

300,000

Bank Accounts

5,000

## PART C — LIABILITIES

## LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):

NAME AND ADDRESS OF CREDITOR

AMOUNT OF LIABILITY

Macy's

2500.00

Neiman Marcus

1200.00

## JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

NAME AND ADDRESS OF CREDITOR

AMOUNT OF LIABILITY

# **PART D -- INCOME**

You may **EITHER** (1) file a complete copy of your 2014 federal income tax return, including all W2's, schedules, and attachments, **OR** (2) file a sworn statement identifying each separate source and amount of income which exceeds \$1,000, including secondary sources of income, by completing the remainder of Part D, below.

- ☐ I elect to file a copy of my 2014 federal income tax return and all W2's, schedules, and attachments.  
[If you check this box and attach a copy of your 2014 tax return, you need not complete the remainder of Part D.]

**PRIMARY SOURCES OF INCOME** (See instructions on page 5):

NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT
City of Jacksonville	117 West Duval St	42,000
Ministry	121 Schooner Key Place	100,000

**SECONDARY SOURCES OF INCOME** (Major customers, clients, etc., of businesses owned by reporting person--see instructions on page 5):

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCE OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
Spoken Word Ministry	publications	1445 Steele St	ministry

## **PART E -- INTERESTS IN SPECIFIED BUSINESSES** [Instructions on page 6]

	BUSINESS ENTITY #1	BUSINESS ENTITY #2	BUSINESS ENTITY #3
NAME OF BUSINESS ENTITY			
ADDRESS OF BUSINESS ENTITY			
PRINCIPAL BUSINESS ACTIVITY			
POSITION HELD WITH ENTITY			
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS			
NATURE OF MY OWNERSHIP INTEREST			

## **PART F - TRAINING**

For officers required to complete annual ethics training pursuant to section 112.3142, F.S.

☒ I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

## **OATH**

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.

*[Signature]*  
SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE

STATE OF FLORIDA  
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 12<sup>th</sup> day of

January, 2015 by Kimberly Daniels

*[Signature]*  
Cheryl Lashann Brown  
(Signature of Notary Public--State of Florida) Commission # FF 056032  
Expires January 1, 2018  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 6 in accordance with Art. II, Sec. 8, Florida Constitution, Section 112.3144, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

Signature

Date

Preparation of this form by a CPA or attorney does not relieve the filer of the responsibility to sign the form under oath.

IF ANY OF PARTS A THROUGH E ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

**EXHIBIT B**

**EXHIBIT B**



THIS INSTRUMENT PREPARED BY:  
LEONARD LUBART, ESQ.  
GREENSPOON, MARDER, HIRSCHFELD, RAKIN,  
ROSS & BERGER P.A.  
Trade Centre South Suite 700  
100 West Cypress Creek Road  
Fort Lauderdale, Florida 33309  
3086245353-003

Orange Co FL 1999-0560215  
12/30/99 11:28:45am  
DR Bk 59 Pg 1639  
Rec 6.00 DSC 76.30

## Warranty Deed

WESTGATE Lakes II  
Parcel ID. No. 02-24-28-0000-00011

Recorded - Martha D. Haynie

THIS INDENTURE, made this 20 day of October, 1999, between  
WESTGATE Lakes, LTD., a Florida limited partnership (tax ID # 59-3249714), hereinafter referred to as  
"Grantor", and Arrell Daniels & Kimberly M. Daniels, J.T.M.S.S.,

whose post office address is 130,000 Turkey Lake Road Orlando, FL 32819, hereinafter referred to as "Grantee".

### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee and the Grantee's heirs and assigns forever, the following described property; which has the address of

10,000 Turkey Lake Road Orlando, FL 32819, Building 700 (herein "Property Address")

1/2 Time Share Interest(s) as defined in the Declaration of Covenants, Conditions and Restrictions for the Resort Facility, recorded in Official Records Book 5000, at Page 3118, of the Public Records of Orange County, Florida (the "Plan").

Together with the right to occupy, pursuant to the Plan, Unit 741, during Unit Week(s) 35. During assigned year EVEN.

Grantee shall not be deemed a successor or assign of Grantor's rights or obligations under the aforescribed Plan or any instrument referred to therein. Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the Plan, including, but not limited to, the obligation to make payment for assessments or the maintenance and operation of the Resort Facility which may be levied against the above described Time Share Interest.

This conveyance is made subject to the following:

1. Property taxes for the current year and all subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements, and liens set forth and contained in the Plan and all instruments therein referred to as may be subsequently amended;
4. All of the covenants, terms, provisions, conditions, reservations, restrictions, agreements and easements of record, if any, which may now affect the aforescribed property; and
5. Perpetual easement for encroachments now existing or hereafter existing caused by the settlement of improvements or caused by minor inaccuracies in building or rebuilding;
6. Any Purchase Money Mortgage executed by Grantee.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims and all persons whomsoever.

Signed, Sealed and Delivered in the Presence of:

Mandy Buskirk MANDY BUSKIRK  
Print Name:

Ruth Y. Martinez  
Print Name: RUTH Y. MARTINEZ

WESTGATE Lakes, LTD.  
A Florida limited partnership  
10,000 Turkey Lake Road  
Orlando, FL 32819

BY: WESTGATE Lakes, INC.  
General Partner

BY: David A. Siegel  
DAVID A. SIEGEL, President

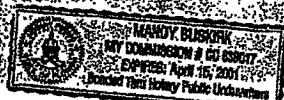
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF ORANGE ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID A. SIEGEL, President of WESTGATE Lakes, INC., a Florida Corporation, as General Partner of WESTGATE Lakes, LTD., a Florida limited partnership, on behalf of the corporation. He is personally known to me and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 26 day of October, 1999

My commission expires:



Notary Signature: Mandy Buskirk  
Print Name: MANDY BUSKIRK  
Notary Public, State of Florida  
Serial Number, if any:

SS WD 11/98

This Instrument Prepared By:  
 GERALD GREENSPOON, ESQ.  
 GREENSPOON, MARDER, HIRSCHFELD & RAFFIN, P.A.  
 100 West Cypress Creek Rd.  
 Fort Lauderdale, Florida 33309

Account # 3086245353-003

INSTR 20030210029  
 OR BK 06871 PG 0687  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 04/15/2003 03:04:35 PM  
 REC FEE 6.00  
 LAST PAGE

**WESTGATE LAKES  
 SATISFACTION OF MORTGAGE**

Parcel I.D. # 02-24-28-0000-00011

**KNOW ALL MEN BY THESE PRESENTS:** That **WESTGATE LAKES, LTD.**, a Florida Limited Partnership, the owner and holder of a certain Mortgage executed by Ardell Daniels & Kimberly M Daniels, J.T.W.R.O.S.

whose address is 9197 CAMSHIRE DR JACKSONVILLE FL 322447425 USA  
 to it bearing date the 14TH Day of August, 1999, and recorded  
 in Official Records Book 5912, at Page 1640, in the office of the clerk  
 of the Circuit Court of Orange County, Florida securing a certain Note in the principal sum of  
Ten Thousand Four Hundred Sixty-Eight Dollars & 53 Cents (\$ 10,468.53)  
 and certain promises and obligations set forth in said Mortgage Deed upon the property situate in said  
 State and County described as follows, to-wit:

1/2 Time Share Interest(s) as defined in the Declaration of Covenants,  
 Conditions and Restrictions for the Resort Facility, Phase II, recorded in Official  
 Records Book 5000, Page 3118, of the Public Records of Orange County,  
 Florida (the "PLAN").

Together with the right to occupy, pursuant to the Plan, Unit 741,  
 during Unit Week(s) 35, during Assigned Year EVEN.

hereby declares satisfaction of said Note and Mortgage Deed and surrenders the same as fully cancelled  
 and hereby directs the Clerk of the Circuit Court to cancel the same record.

Witness my hand and official seal this 4th day of October 2000.

Witness Signature

KIMBERLY WYATT

**WESTGATE LAKES, LTD.,**

A Florida Limited Partnership  
 5601 Windhover Drive  
 Orlando, Florida 32819

Witness Print Name

Witness Signature

RUTH ALVAREZ

By: **WESTGATE LAKES, INC.,**  
 General Partner

Witness Print Name

STATE OF FLORIDA )  
 ) SS.  
 COUNTY OF ORANGE )

By: DAVID A. SIEGEL, President

The foregoing instrument was acknowledged before me this 4th day of October, 2000, by David A. Siegel, as President of WESTGATE LAKES INC., a Florida corporation, as General Partner of WESTGATE LAKES, LTD., a Florida Limited Partnership, on behalf of the corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he acknowledged the same, freely and voluntarily as the act and deed of said corporation.

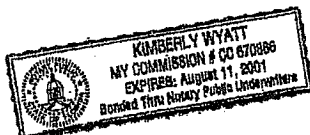
My Commission Expires:

Notary Signature:

Print Name:

Notary Public, State of:

Serial Number, if any:



THIS INSTRUMENT PREPARED BY:  
LEONARD LUBART, ESQ.  
GREENSPOON, MARDER,  
HIRCHFELD & RAKIN, P.A.  
Trade Centre South \* Suite 700  
100 West Cypress Creek Road  
Ft. Lauderdale, Florida 33309  
3086245353-003

# Mortgage (Short Form)

WESTGATE Lakes II

THIS MORTGAGE is made this 14TH day of August 1999  
between the Mortgagor,  
Ardeell Daniels  
Kimberly K Daniels, J.T.W.R.O.S.

Orange Co FL 1999-0560216  
12/30/99 11:28:45am  
OR Bk 5912 Pg 1640  
Rec 6.00 DB0 36.75 Int 20.94

Recorded - Martha O. Haynie

and the Mortgagee, WESTGATE Lakes, LTD., a Florida limited partnership,  
whose address is 7450 Sandlake Commons Boulevard, Orlando, Florida 32819 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand Four Hundred Sixty-Eight Dollars & 53 Cents (\$10,468.53)  
Dollars, which indebtedness is evidenced by Borrower's Note dated August 14, 1999 (herein "Note"), providing for monthly installments of principal  
and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 14, 2009

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note with interest thereon; (b) the payment of all other sums, with interest thereon,  
advanced in accordance herewith to protect the security of this Mortgage; (c) the performance of the covenants and agreements of Borrower herein contained; and (d)  
the performance of the covenants and agreements incorporated by a reference hereto, Borrower does hereby mortgage, grant and convey to Lender the following  
described property; which has the address of

10,000 Turkey Lake Road Orlando, FL 32819, Building 700 (herein "Property Address")

1/2 Time Share Interest(s) as defined in the Declaration of Covenants, Conditions and  
Restrictions for the Resort Facility, recorded in Official Records Book 5000  
at Page 311B, of the Public Records of Orange County, Florida (the "Plan").

Together with the right to occupy, pursuant to the Plan, Unit 741  
during Unit Week(s) 35. During assigned year EVEN.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is  
unencumbered, and that the Borrower will warrant and defend generally the title to the property against all claims and demands, subject to any declarations,  
easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender hereby expressly adopt and incorporate by reference into this Mortgage and hereby agree to be bound by the covenants and agreements  
contained in the Master Form of Mortgage, as well as the Mortgage Addendum and Rider if any, here to (collectively, the "Mortgage"), recorded in Official  
Records Book 4754, at Page 493 of the Public Records of Orange County, Florida, except that the second sentence of Covenant 15 is  
replaced by the sentences: "The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing  
sentence shall not limit the applicability of federal law to this Mortgage." and, to the extent permitted by law, paragraph 18 is hereby deleted. Borrower and Lender  
agree that all references to the Property, Borrower, Lender and Note contained in the Mortgage and incorporated by reference hereto shall be construed to mean the  
Property, Borrower, Lender and Note defined herein. Borrower acknowledges receipt of a copy of the complete text of the provisions hereby incorporated by reference  
into this Mortgage.

IF THERE IS A SUPERIOR MORTGAGE INDEBTEDNESS WHICH ENCUMBERS THE PROPERTY MORTGAGED HEREBY, THE FOLLOWING PROVISIONS SHALL APPLY:

This is a Second Mortgage which wraps around the existing First Mortgage (the "First Mortgage") encumbering the property.

1. Mortgagor hereby agrees to comply with all of the terms and conditions of the First Mortgage which may be applicable to the Mortgagor by virtue of Mortgagor  
holding title to the real property secured by the First Mortgage, it being expressly understood and agreed that the obligation to make payments of principal  
and interest due under the First Mortgage shall be and remain the obligation of Mortgagor herein.
2. Notwithstanding the provisions of paragraph 1, and without relieving Mortgagor of its liability under the First Mortgage, Mortgagee agrees to pay to the holder  
of the First Mortgage the unpaid principal balance of the First Mortgage, together with all interest accruing thereunder, as and when required by the terms of the  
First Mortgage provided that Mortgagee receives sufficient funds from Mortgagor for that purpose.
3. The Mortgagor shall have the right to prepay the whole or any part of the unpaid balance of principal secured by this Second Mortgage without penalty at any  
time upon prior notice to Mortgagee. If the Mortgagor elects to prepay the entire unpaid principal balance, then Mortgagee shall utilize such portion of the  
prepayment as shall be necessary in order to prepay the entire unpaid principal balance of the First Mortgage, together with all accrued interest thereon.
4. The Mortgagor and Mortgagee each covenant and agree not to enter into any agreement with the holder of the First Mortgage modifying or amending any  
provisions dealing with the payment of principal and interest under the First Mortgage without prior written consent of the other.
5. If the Mortgagor shall fail to observe or perform any term, covenant or condition of the First Mortgage on his part to be observed or performed as herein  
provided, such failure shall constitute a default under this Second Mortgage and said breach shall, upon giving the Mortgagor reasonable notice of, and  
opportunity to cure, entitle the Mortgagee, at his option, to exercise any rights and remedies which the Mortgagee has hereunder or by law by reason of such  
default.

IN WITNESS WHEREOF, Borrower(s) has/have executed this Mortgage.

Signed, Sealed and Delivered in Presence of:

Witness Signature

Witness Print Name

Witness Signature

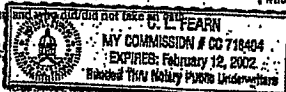
Witness Print Name

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14TH day of August 1999, by Ardeell Daniels & Kimberly K Daniels, who is personally known to me or has produced

as a type of identification and who did not take C. L. Fearn  
My commission expires



Notary Signature

Print Name

Notary Public, State of

Serial Number, if any

Borrower Ardeell Daniels

Borrower Kimberly K Daniels

Borrower

Borrower

10,000 TURKEY LAKE ROAD  
ORLANDO, FLORIDA 32819

August 1999

passport / drivers license

C. L. Fearn

C. L. Fearn

Florida



**EXHIBIT C**

**EXHIBIT C**



## Contract Information

Contract No.	BI123894.1 (CIR-HLD)	Sales Center	Off-Site Sales IOI Sales Center	Sale Date	26-Aug 2001
St. Contract	16830461	Listing	DBL dummy vesting code	Referral Type	FUL
Contract Type	NEW	Sub-Listing	OFF-SITE SALES CENTER	Contract Date	26-AUG-2001
Contract Currency	USD	Brokerage Fee	01-JAN-2016	Sub-Listing	
EX-101-Sub-Listing		Sub-Listing		Sub-Listing	
Excluded Sub-Listing	No	Sub-Listing		Sub-Listing	

## Lead Information

Region	ARDELL DANIELS	Sub-Listing	NON-PROFIT SPOKEN WORD MINISTRI	Title	
Phone Number	KIMBERLY DANIELS				
Cell Number					

## Contract Purchase Information

Item No.	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
1	1738699	3750	3750	FIXFLT 11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00
Total		3750	3750	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00

## Financial Worksheet Summary

Item No.	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
1	1738699	3750	3750	FIXFLT 11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00
Total		3750	3750	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00	11,650.00

## Active Loan Information

ID	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
1	10,792.55	192.73	17.7500%	120-MTH	10-Nov-2001										

## Current Loan Information

Item No.	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
23062471	0.00	0.00	0.00	17.7500%	No	120									

## Closing Cost Information

Item No.	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
	Closing Fees - Buyer Pays	Buyer	342.55												

## Marketing Personnel Information

Item No.	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
	Salesperson 1 Telemarketing														
	Sales Manager 1														

## Contract History

Item No.	Description	Qty	Unit Price	Total Price	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing	Sub-Listing
3	17-SEP-2015														
2	09-SEP-2001														
1	26-AUG-2001														

## Contract Exceptions

No Data Found
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## Contract Process Time: (hr:mm:sec)

Back



# **EXHIBIT D**

**FAIRFIELD RESORTS  
PURCHASE AND SALE AGREEMENT**

33-0410278

CONTRACT NUMBER

# REDACTED

THIS FAIRFIELD RESORTS PURCHASE AND SALE AGREEMENT ("AGREEMENT") executed this 25th day of April, 2004 by and between FAIRFIELD RESORTS, INC., 4427 South Park Circle, #300, Orlando, Florida 32819, a Delaware corporation hereinafter referred to as "SELLER", and KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES, Social Security Number: \_\_\_\_\_, Telephone Number: 9048132734 9042379251 of 121 SCHOONER KEY PLACE JACKSONVILLE FL 32218 USA, hereinafter referred to as "BUYER". WITNESSETH:

### 1. AGREEMENT TO BUY AND SELL.

SELLER agrees to sell and BUYER agrees to purchase for the purchase price of \$11,200.00, together with interest and closing costs as hereinafter provided, a 77000 / 188,713,000 undivided tenant-in-common interest in Units 620-628; 728-728 ("Property") of FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all appurtenances thereto ("CONDOMINIUM"), located at 350 North Atlantic Avenue, Daytona Beach, Florida 32218, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium ("DECLARATION") which shall be or has been recorded in the Public Records of Volusia County, Florida, and all amendments thereof and supplements thereto, if any.

### 2. CONVEYANCE OF LEGAL TITLE.

Provided BUYER complies with all provisions in connection with this Agreement, SELLER shall deliver to BUYER within 180 days after closing a Special Warranty Deed ("Deed") conveying title free and clear of all encumbrances, subject to mineral reservations, covenants, restrictions, easements and other matters of record at the time of closing and such matters as set forth in the condominium drawings recorded as an exhibit to the Declaration ("Condominium Drawings") and the Declaration referenced above. At the time BUYER signs this Agreement, the Property may be subject to a mortgage by SELLER's lender (at SELLER's discretion), but the lien of that mortgage will be released prior to the recording of BUYER'S Deed (see paragraph 7 below).

Pursuant to this Agreement, at closing BUYER is to be conveyed title to an ownership interest in the Property with occupancy rights in every resort year ("OWNERSHIP INTEREST").

SELLER ACKNOWLEDGES RECEIPT OF BUYER'S DEPOSIT IN THE AMOUNT OF \$346.00 WHICH DEPOSIT INCLUDES \$349.00 OF THE PROCESSING FEE AND ALSO FILING FEES TO BE PAID BY BUYER IN THE AMOUNT OF \$131.25. BUYER may, but shall not be obligated to, obtain title insurance coverage on the Ownership Interest in the Property purchased by BUYER. BUYER hereby \_\_\_\_\_ elects \_\_\_\_\_ does not elect to purchase title insurance coverage.

If BUYER has elected to purchase the title insurance policy, THE AMOUNT OF \$ SHALL BE DUE AND PAYABLE BY BUYER FOR THE TITLE INSURANCE PREMIUM AND ASSOCIATED COSTS EITHER UPON THE SIGNING OF THIS AGREEMENT OR PRIOR TO DELIVERY OF THE TITLE POLICY. There will be no title insurance commitment issued prior to delivery of the policy. Title insurance coverage shall be underwritten by a title insurance company through which SELLER has negotiated the known possible sale. The title insurance policy, if elected, will be delivered within 180 days following recording of the Deed which will not be held in escrow prior to issuance of the title policy. BUYER may elect to obtain a title insurance policy from any other title insurance provider provided that BUYER shall be solely responsible to arrange for the insurance and to pay for the cost thereof.

The estimated date of completion of construction of the Property is 04-25-2004.

The estimated date of closing is within 6 months from the date of this contract.

### 3. VACATION OWNERSHIP INTERESTS.

The Vacation Ownership Interest being sold pursuant to this Agreement means the ownership in fee simple of an undivided interest as a tenant-in-common with other Owners in the Property as described hereinabove. Such interest shall be expressed as a fraction in which the numerator relates to the number of Points allocated to BUYER pursuant to the provisions of the Declaration creating the Vacation Ownership Plan. The Vacation Ownership Plan shall have a term of 40 years which shall be automatically extended for successive periods of 10 years each unless terminated as provided in the Declaration.

### 4. USE AND OCCUPANCY.

The use, occupancy and possessory rights of BUYER'S Ownership Interest in the Property shall be subject to and governed by the terms and conditions of the Declaration. BUYER is herewith assigned 154,000 Points, which Points are symbolic and are to be used by BUYER in reserving occupancy pursuant to the Declaration.

The Deed shall indicate by the use of the word "EVEN" or the word "ODD" the Ownership Interest being conveyed. The word "EVEN" represents the usage of BUYER'S Points only during calendar years ending in an even digit and the word "ODD" represents usage only during calendar years ending in an uneven digit. BUYER acknowledges and agrees that the Points allocated to his Ownership Interest shall be renewed only in every ODD year and that BUYER shall be entitled to use said Points in reserving use of the Ownership Interest only in such years.

A reservation for occupancy of a Unit (as defined in the Declaration) shall be confirmed pursuant to the Reservation System Rules and Regulations of Ocean Walk II Vacation Condominium Association, Inc. ("ASSOCIATION").

### 5. ASSESSMENTS.

BUYER understands and agrees that from and after closing BUYER shall be a member of the Association and as such shall be responsible for BUYER'S pro rata share of common expenses and any and all other expenses incurred in the operation of the Condominium pursuant to the Declaration. All amounts payable by BUYER to the Association shall be paid by BUYER in one annual assessment of the Association, as described in the Declaration. The current annual assessment is \$ 311.91 which consists of BUYER'S pro rata share of common expenses, the maintenance fee, annually recurring use charges and any and all other expenses incurred in the operation of the Condominium. BUYER shall also be responsible for the payment of ad valorem property taxes on BUYER'S Ownership Interest, which amounts shall be billed by the taxing entity to BUYER. The annual ad valorem taxes for the current year are estimated as \$ 77 per thousand points.

For the purpose of ad valorem assessment, taxation and specific assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

The annual assessment, the amount, manner of payment, and the payment due date(s) are subject to change and shall be determined annually by the Association Board of Directors in accordance with the Declaration.

If BUYER is capable, pursuant to the Declaration, of obtaining a reservation for occupancy during the year of purchase, BUYER shall be required to also pay BUYER'S share of assessments for common expenses and BUYER'S share of ad valorem property taxes related to BUYER'S Ownership Interest. If BUYER is unable to obtain a reservation for occupancy in the year of purchase, BUYER will be obligated the following year to pay BUYER'S share of assessments for common expenses and BUYER'S share of the ad valorem property taxes related to BUYER'S Ownership Interest.

### 6. COMPLETION OF CONSTRUCTION.

If this item is checked, Ocean Walk Development, Inc., a Florida corporation ("OWDI"), whose address is 300 North Atlantic Avenue, Daytona Beach, Florida 32218 is the owner of the Property as of the effective date of this Agreement.

SELLER has completed Units of the Resort Facility. If SELLER does not own a fee interest in the Unit(s) of the Property at the time of execution of this Agreement, SELLER'S interest is that of a contract vendee. However, SELLER shall have obtained fee simple title to the Property prior to conveying the Property to BUYER free and clear of all liens and encumbrances except as provided in this Agreement.

SELLER anticipates, based upon representations made to SELLER by OWDI, that construction of the Resort Facility will be completed within the estimated time period described in the Public Offering Statement and in paragraph 7 hereinafter, provided, however, that SELLER represents that the construction of the Resort Facility will be completed within two years of the date of this Agreement, barring only events beyond the control of SELLER such as acts of God or insurmountable casualty. For purposes of this Agreement, "completion of construction" shall mean that a certificate of occupancy has been issued for the Resort Facility.

### 7. MORTGAGES.

If this item is checked, SELLER is the owner of the Property as of the effective date of this Agreement. The Property is subject to a mortgage granted to SELLER by Fleet National Bank, an Administrative Agent, whose address is 101 Federal Street, Boston, Massachusetts 02110. The mortgage secures SELLER'S obligations to repay funds that have been or may in the future be loaned to SELLER or its affiliates. Subsequent to the sale of the above Property to BUYER but prior to recording BUYER'S Deed to the Property, the Property will be released from the mortgage, which will extinguish the lien on BUYER'S Property.

8. DEPOSITS. Pursuant to the Escrow Agreement ("ESCROW AGREEMENT"), the designated escrow agent is Greenspoon, Marder, Hirschfeld, Rifkin, Ross & Berger, P.A. ("Escrow Agent") located at 100 W. Cypress Creek Road, Suite 700, Ft. Lauderdale, FL 33309. All deposits made hereunder (i) shall be paid to SELLER and secured by a surety bond held by Escrow Agent in accordance with the Escrow Agreement and Section 721.08(5), Florida Statutes, or, if the aggregate of the deposits so secured exceeds the amount of the surety bond, then such deposits (ii) shall be held by Escrow Agent until the expiration of the cancellation period as provided on the reverse side hereof and provided BUYER has not elected to exercise his cancellation rights thereunder. The expiration of the cancellation period shall constitute the date of completion of construction and the date of required completion is in accordance with the preceding sentence and presentation of an affidavit by SELLER to the Escrow Agent stating that the required completion is completed and closing has occurred, at which time either (i) the surety bond shall cease to constitute deposit until the Escrow Agent transfers the deposit to SELLER interest earned on the deposits shall be paid to SELLER. All notices and claims of BUYER with respect to the Property shall be sent to Escrow Agent, Ann Leonard Lubart, at the address set forth above.

Inventory No 330320

BUYER'S INITIALS

K.D.

(as defined herein) and the secured parties therein. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agreement.

No 684Rev 6-03



**9. PURCHASER'S REPRESENTATIONS.** BUYER, by his execution of this Agreement, does represent that he is of legal age, and that he has received a copy of this Agreement and understands the conditions of this Agreement. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT BE USED AS HIS PRINCIPAL RESIDENCE. BUYER warrants and represents to SELLER that the purchase of the Ownership Interest is made for BUYER'S personal use and such purchase is based upon his value as a vacation experience as for spending leisure time, and not for the purpose of acquiring an appreciating investment or with an expectation that the Ownership Interest may be resold. BUYER does further acknowledge, agree and warrant that the purchase of this Ownership Interest is made for his personal use and that there have been no representations concerning rental, rent potential or profit, tax advantages, depreciation or investment potential or other monetary or financial advantages and that none of such things have been represented to him by SELLER, its agents, employees or associates. BUYER acknowledges that the Points assigned to his Ownership Interest are symbolic of said interest and have no intrinsic value.

SELLER has submitted or will submit the Property to Condominium ownership pursuant to the Declaration. The Declaration and the exhibits thereto describe the unit(s) of the Condominium and the BUYER'S Ownership Interest and specifies BUYER'S voting rights, assessments and other obligations as an owner of an interest in the Condominium. BUYER understands and agrees that he will be a member of the Association and agrees to be bound by the rules and provisions of such Association, and the Declaration and all documents referred to herein, including the Condominium Drawings.

BUYER understands that his Ownership Interest will be determined for all purposes by reference to the Condominium Drawings and the Declaration. BUYER understands and agrees that the Declaration grants to the Board of Directors of the Association the right to place liens upon the BUYER'S Ownership Interest should BUYER be in default or fail to pay assessments when due. BUYER further acknowledges that his use of the units of the Condominium and his Ownership Interest is subject to the terms and conditions of the Declaration.

**10. DEFAULT.** Time is of the essence except where otherwise provided herein. BUYER expressly waives notice if BUYER breaches any term or condition of this Agreement. Upon BUYER'S breach of any term or condition of this Agreement for a period of 30 days, all sums paid by BUYER hereunder may be retained by SELLER as liquidated and agreed damages for breach of this Agreement or SELLER may, at its option, declare the entire remaining unpaid balance of purchase price plus accrued interest thereon due and payable, and SELLER shall be entitled to reasonable attorney's fees and all costs of collection, including court costs incurred in connection with BUYER'S default. BUYER covenants to defend and indemnify SELLER against all claims of real estate brokers and salesmen (other than brokers or salesmen employed by SELLER) due to acts of BUYER or BUYER'S representatives.

Upon SELLER'S breach of any term or condition of this Agreement, BUYER shall give SELLER written notice of such default and if, within thirty (30) days from receipt of such notice, SELLER fails to commence action that would cure the default within a reasonable period of time, all monies deposited by BUYER with SELLER under the terms hereof shall be paid by SELLER to BUYER, as BUYER'S sole and exclusive remedy as a result of such breach, and thereafter neither party shall have any further rights or obligations hereunder.

**11. NO WARRANTIES.** SELLER makes no warranties, express or implied, concerning the Property, the units of the Condominium, personal property, common elements or the limited common elements, except as provided by Chapter 718, Florida Statutes.

**12. RADON GAS.** Pursuant to Section 404.034(8), Florida Statutes, all sellers of buildings in Florida are required to give the following notice: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**13. INSULATION DISCLOSURE.** Pursuant to 16 CFR 460.16, promulgated by the Federal Trade Commission, the Developer hereby discloses the following information concerning the insulation installed in the Property:

1. Type of Insulation: Batt/Blanket Thermal Insulation
2. Thickness: Roof - 6 inches
3. R-Value: Roof - R-19

**14. MODIFICATIONS AND CHANGES.** Notwithstanding paragraph 13, SELLER reserves the right to make changes in the Declaration for the purpose of correcting errors in the preparation and filing of all documents relating to the Condominium where necessary to establish the validity and enforceability of the Declaration. SELLER reserves the right to add additional phases to the Declaration as provided therein. Notwithstanding paragraph 13, SELLER further reserves the right to make clerical or typographical corrections in any documents related hereto.

**15. FURNISHINGS.** Although all models are for display purposes only, the Units shall have furniture, appliances, equipment and accent furnishing substantially similar to, or of equal quality to, those shown or used in the models. Furnishings shall constitute common elements of the Condominium. Each owner shall be responsible for maintaining and replacing such furnishings as part of the assessment for common expenses.

**16. REFUND.** In the event of cancellation during the ten (10) day cancellation period, SELLER will refund to BUYER all payments made under this Agreement, reduced by the proportion of any contract benefits the BUYER has actually received under this Agreement prior to the effective date of the cancellation, within twenty (20) days after receipt of notice of cancellation, or within five (5) days after receipt of funds from BUYER'S cleared check, whichever is later. If BUYER has used the facilities prior to cancellation, the SELLER may deduct from BUYER'S deposit the necessary funds to compensate SELLER for same at the rate of Two Hundred Dollars (\$200.00) per day or the maximum allowed under the Florida law.

**17. RESALE DISCLOSURE.**

Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.085, Florida Statutes.

**18. BINDING EFFECT.** This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement supersedes any and all understandings and agreements between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire Agreement between the parties hereto, and any representation or inducement which is not set forth in this Agreement shall be of no force and/or effect. This Agreement may not be assigned by BUYER except with the prior written consent of SELLER. This Agreement may only be amended or modified by an instrument in writing between the parties.

**19. SEVERABILITY.** If any clause or provision of this Agreement shall be held invalid by Court order or otherwise, the invalidity of such clause or provision shall not effect the validity of the remainder of this Agreement. The remaining provisions of this Agreement will continue to be fully enforceable in accordance with the terms hereof.

**20. ADDITIONAL DOCUMENTS.** The parties to this Agreement will execute any additional documents which may be necessary or convenient to carry out the intent and purposes of the parties to this Agreement.

**21. GENDER AND TENSE.** Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

**22. CHOICE OF LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

**23. ASSIGNMENT.** This Agreement is not assignable by BUYER. This Agreement, however, is assignable by SELLER.

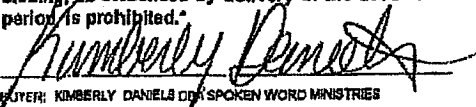
**24. ADDITIONAL TERMS.**

This Agreement is subject to the terms and conditions set forth on the two (2) pages hereof which by this reference are made a part hereof. Receipt of a completed copy of this Agreement is hereby acknowledged by BUYER.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and year first above written.

You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract or within 10 calendar days after the date you receive the last of all documents required to be provided to you, whichever is later.

If you decide to cancel this contract, you must notify the SELLER in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Fairfield Resorts, Inc. at: Post Office Box 94443, Las Vegas, Nevada 89193, Attention: Contract Department. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10-day cancellation period is prohibited.

  
BUYER: KIMBERLY DANIELS DOR SPOKEN WORD MINISTRIES

SELLER: FAIRFIELD RESORTS, INC.

By   
AUTHORIZED OFFICIAL OF SELLER

BUYER:

\* "Notice" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to FAIRFIELD RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed, so long as the notice is actually received by the developer or escrow agent. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the developer.

Contract No: 45-0418270

part of the Note, shall for any reason be subject to the jurisdiction of the Note, is intended, by the issuing of the Collateral Agent (the Collateral Agent) and the secured parties (the Secured Parties) to be subject to the jurisdiction of the Collateral Agent. Each of the secured parties under the Collateral Agency Agreement."

13. **WAIVERS.** Except as otherwise provided herein, MAKER waives presentment and demand for payment, protest and notice of protest and nonpayment, and agrees that MAKER'S liability under this Note shall not be affected by any renewal or extension in time of the payment hereunder or by a release or change of any security for the payment of this Note. No waiver of any right or remedy of HOLDER hereunder at any time shall constitute a waiver of any other right or remedy of HOLDER or of the same right or remedy at any subsequent time.

14. **SUCCESSORS AND ASSIGNS.** All covenants and agreements herein shall be binding upon MAKER and its successors and assigns, whether so expressed or not, and all such covenants and agreements shall inure to the benefit of HOLDER and its nominees, successors and assigns.

15. **NOTICE.** All notices required or permitted to be given to HOLDER or MAKER hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed, by registered or certified mail, return receipt requested, postage prepaid and addressed to such party at the address set forth below, provided that either MAKER or HOLDER may change such address from time to time by written notice similarly given to the other:

**TO HOLDER:**

FAIRFIELD RESORTS, INC.  
9427 South Park Circle, Suite 500  
Orlando, Florida 32819

**TO MAKER:**

KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

121 SCHOONER KEY PLACE  
JACKSONVILLE FL 32218  
USA

Any notice so given shall be deemed to have been delivered on the day of personal delivery or, if given by United States mail, on the fifth business day after the same is deposited in the United States mail as provided above.

16. **GENDER AND TENSE.** Whenever appropriate in this Note, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

17. **CHOICE OF LAW.** Florida state law governs the rights and obligations of Maker and the Holder under this Note, except to the extent applicable United States federal law, now in existence or hereafter enacted, permits a higher interest rate in which case the applicable federal law shall govern the interest rate, and in no event will the interest rate and the aggregate of all interest or any item deemed interest exceed under any circumstance the maximum, nonrecourse amount permitted by applicable law.

IN WITNESS WHEREOF, MAKER has duly executed this Note as of the date first written above.

MAKER

  
KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

# **ADDENDUM TO CONTRACT AND TRUTH IN LENDING DISCLOSURE STATEMENT**

Contract Number: 33-0410273

**SELLER:** Fairfield Resorts, Inc.  
8427 SOUTH PARK CIRCLE, SUITE 300  
ORLANDO, FL 32819

**Buyer(s) Name:** KIMBERLY DANIELS DBA SPOKEN WORD  
MINISTRIES

121 SCHOONER KEY PLACE  
JACKSONVILLE FL 32218 USA

BUYER acknowledges that there is a \$349.00 processing fee which represents SELLER'S costs for processing this sale (including document preparation expenses, personnel and related expenses, office and overhead expenses, and other related expenses).

BUYER has the following options to pay the processing fee:

☐ BUYER elects to pay the processing fee up front.

☒ BUYER elects to finance a portion of the processing fee.

BUYER acknowledges that BUYER is obligated to pay settlement charges in connection with this sale.

If BUYER elects to finance a portion of the processing fee, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

BUYER has the following options to pay the settlement charges:

☒ BUYER elects to pay the settlement charges up front.

☐ BUYER elects to finance a portion of the settlement charges.

If BUYER elects to finance a portion of the settlement charges, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

Discount: \$3,097.00

PURCHASE PRICE \$ 11,300.00      PROCESSING FEE \$ 349.00      SETTLEMENT CHARGES \$131.25  
CASH DEPOSIT \$ 846.00      OTHER PAYMENT \$ 0.00

"You", "your" and "yours" mean each and all of those persons who sign below. The words "we", "our" and "us" mean the SELLER named above. The information contained in this Truth-in-Lending Disclosure Statement is based on the date of 04-23-2004.

Fairfield Resorts, Inc. is the "Creditor".

The following is BUYER'S "Truth-in-Lending Disclosure Statement".

Final Purchase Price Including Processing Fee: \$8,452.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided you or on your behalf.	Total of Payments The amount you will have paid after you have made payments of scheduled.	Total Sales Price The total cost of your purchase on credit including your downpayment of
13.99 %	\$5,016.40	\$7,606.00	\$13,522.40	\$846.00 \$14,468.40

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments begin
128	\$111.52	04-06-2004

\*The ANNUAL PERCENTAGE RATE disclosed above:  
HD 1: \$      HD 2: \$

is a fixed rate.

☒ may change: You have agreed to the terms of the creditor's "Pre-Authorized Check Plan" which means that the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by 1% in the event you fail to continue the "Pre-Authorized Check Plan." The maximum interest rate increase would be 1%, which means the interest rate will not increase above 13.99 %. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by 1% upon your discontinuance of the "Pre-Authorized Check Plan", your regular payments will increase to \$118.00.

Security: You are giving a security interest in the Property being purchased.      Filing Fee: \$31.25      Esc.

Late Charge: If a payment or part of a payment is more than ten (10) days late, you will be assessed a monthly late charge of \$5.00 or 1% of the amount that is late, whichever is greater. Prepayment: If you pay off early, you will not have to pay a penalty.      "N/A" means "not applicable"      "E" means "estimate"

BUYER(S) should refer to the remaining provisions of the contract documents for additional information about non-payment, default, security interest, any required payment in full before the scheduled date and prepayment refunds and penalties.

## **Itemization of the Amount Financed:**

\$ 2,392.00 Amount of credit provided to you for Purchase Price.  
\$ 314.00 Amount of credit provided to you for Processing Fee.  
\$ 8.00 Amount of credit provided to you for Settlement Charges.  
\$ 2,606.00 Total amount of credit provided to you.  
\$ 8.00 Prepaid finance charge.

*Kimberly Daniels*  
BUYER: KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

*5/3/04*  
DATE:

BUYER:

DATE:

N&M No 0258/Rev 4-04

## CONTRACT ADDENDUM

CONTRACT #: 33-0410275

DATE: 04-25-2004

BUYER(S): KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

SELLER: Fairfield Resorts, Inc.

BUYER has the option to pay the loan balance within thirty (30) days of the date of this sale with no interest due.

BUYER also has the option to increase the down payment within thirty (30) days from the date of purchase which could result in a lower interest rate and payment amount.

PLEASE DIRECT ALL QUESTIONS TO THE FINANCIAL SERVICES DEPARTMENT AT (888) 739-4016.

If you choose to take advantage of this option, please send your additional down payment or pay off check along with the bottom of this form to the address below.

FAIRFIELD ACCEPTANCE CORPORATION  
FINANCIAL SERVICES  
10750 W. CHARLESTON BLVD., SUITE 130  
LAS VEGAS, NV 89135-1026

TELEPHONE: 1-800-251-8736

### I. PAY OFF OPTION

Processing Fee: \$ 349.00  
Net Purchase Price: \$ 8,103.00  
Down Payment Amount: \$ 846.00  
Contract Number: 33-0410275  
Pay Off Amount: \$ 7,606.00  
Cash Down: \$846.00  
Other Down: \$0.00  
Discount: \$3,087.00

### II. INCREASE DOWN PAYMENT OPTIONS

TERMS	CURRENT	OPTION I	OPTION II
Down Payment Amount	\$ 846.00	\$ 1,287.80	\$ 4,228.00
Down Payment Percent	10.00 %	15.0 %	50.0 %
Payment Amount/Frequency	\$ 113.52 / Mo	\$ 107.23 / Mo	\$ 371.51 / Mo
Interest Rate	12.99 %	12.99 %	9.99 %
Length of Terms	120	120	12
Additional Amount	\$ N/A	\$ 421.80	\$ 3,380.00

(The new payment amount may change if a scheduled payment has been received.)

☐ Enclosed is my pay off check totaling \$ \_\_\_\_\_

☐ I have chosen Option \_\_\_\_\_, and enclosed my additional payment totaling \$ \_\_\_\_\_

Kimberly Daniels  
BUYER: KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

5/3/04  
BUYER:

DATE

Jim P. H.  
MANAGER

STATEMENT OF UNDERSTANDING  
UNDIVIDED OWNERSHIP INTEREST

Contract Number: 33-9410275

The undersigned buyer(s) have this day entered into an agreement to purchase from Fairfield Resorts, Inc. ("SELLER") a Vacation Ownership Interest ("UDI") at FAIRFIELD DAYTONA at DAYTONA, FL together with the allocation of 164,898 Points. In connection with said purchase, buyer(s) acknowledge that the items set forth below have been fully disclosed and explained. Wherever appropriate in this Statement of Understanding, the singular shall be deemed to refer to the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

- 1** I/We acknowledge our twelve (12) month use year to January 1st through December 31st. Our points will be renewed for use only in ODD years (January 1 to December 31) and that we will be entitled to use said points only in such ODD years to reserve use of the UDI subjected to the Trust Agreement.
- 2** Prior to signing a contract for the purchase of a UDI, we reviewed and understood the terms and conditions of the installment contract or agreement and were advised and understood the concept of timeshare or Vacation Ownership and Points. I/We acknowledge that the following has been fully disclosed and explained:
- Each Vacation Unit, as defined in the Amended and Restated FairShare Vacation Plan Use Management Trust Agreement ("the Trust Agreement"), in the FairShare Vacation Plan (also known as the FairShare Plus Program) is assigned a nightly occupancy point value, which varies depending upon the season of use, size of the unit, and resort location.
  - The amount of my use depends upon the number of Points which have been allocated to my undivided interest in the UDI.
  - Reservations for use of any Vacation Unit subjected to the Trust Agreement may be requested up to ten (10) months in advance, based on the first day of intended occupancy, and are confirmed on a space available basis.
  - Points must be used within each use year, or deposited in advance in the Points Credit Pool. The Points Credit Pool is a limited feature that allows the Member to receive credit for future use when deposited up to 1 day prior to the start of the use year.
  - Reservations must be cancelled more than thirty (30) days prior to use or Points can be used at another time. Reservations cancelled less than thirty (30) days prior to use will receive Limited Account Points that can be used only to confirm reservations thirty (30) days or less from date of arrival.
  - Requests for reservations during certain holidays are administered on a "Rotating Priority List" basis. Other high demand periods may also be selected based upon a "Rotating Priority List," all as determined by the Plan Manager, as defined in the FairShare Vacation Plan Use Management Trust Agreement (the "Trust Agreement"), as may be revised from time to time.
  - Additional housekeeping service costs caused by short stays or longer stays will be billed separately to us.
  - Pets are NOT allowed, except for disabled assistance.
- 3** I/We acknowledge:
- Assessment Fee:** FairShare Plus Assessment payable to the FairShare Vacation Use Management Trust ("Trust") on behalf of the Association annually in advance, in either one installment or in monthly installments, as determined by the Plan Manager, as defined in the Trust Agreement. The FairShare Plus Assessment includes POA Fee ("POA" refers to the property owners association named in the declaration for the UDI) for our UDI assessed annually by the POA and a Program Fee assessed annually by the Association. Our FairShare Plus Assessment shall be used exclusively for the operation and administration of the Plan and for the operation and maintenance fee of the POA for our UDI; no portion of our purchase contract payments are to be allocated to such assessments. The POA Fee includes a management fee to the management firm for the POA as given in the POA's budget. The FairShare Plus Assessment also includes trade network company membership fees. I/We have received a proposed budget reflecting the POA Fee for our UDI and the Program Fee.
  - Settlement Charges:** Buyer(s) assume responsibility for payment of all Settlement Charges. Included are filing fees, recording fees, and title insurance. Settlement Charges are due at time closing, or in some jurisdictions at time of payoff. Estimates are shown on the Contract for Purchase and Sale.
  - Processing Fee:** \$348.00.
  - Taxes:** Buyer(s) assume responsibility for property taxes and will be billed separately.
- 4** I/We acknowledge that prior to signing the contract or agreement we were provided the following documents, as amended from time to time, and understand that we should not rely on any representations other than those contained in said documents:
- Amended and Restated FairShare Vacation Plan Use Management Trust Agreement and amendments thereto, if any
  - Articles of Incorporation of FairShare Vacation Owners Association
  - Bylaws of FairShare Vacation Owners Association
  - Management Agreement
  - FairShare Plus Vacation Program Directory ("Directory")
- 5** I/We acknowledge that prior to signing the contract or agreement for the purchase of the above described UDI, we were furnished with a copy of the following documents or we were informed that the following documents would be available from the seller upon request:
- We received the state property report for FLORIDA where same is applicable to the development.
  - Declaration, Project Instrument or Master Deed for the Timeshare Regime (Covenants, Conditions and Restrictions)
  - Articles of Incorporation for Timeshare Association
  - Bylaws for Timeshare Association
  - Plot or Floor Plan of Timeshare Regime
  - Reservation System Rules and Regulations of the Timeshare Regime
  - Rules and Regulations of the Timeshare Regime
  - Management Agreement of the Timeshare Regime
  - Underlying master documents, if applicable
- 6** I/We acknowledge that the Plan Manager may redistribute the annual Points attributable to a Vacation Unit within the seasons of the year, up to a cumulative total of twenty percent (20%) increase or decrease.
- 7** I/We acknowledge:
- We may not transfer or convey our UDI nor may we use our Points unless we are current in our annual FairShare Plus Assessments and obligations to SELLER and/or the Trust.
  - Our UDI is exempt from the Interstate Land Sales Act because the Developer is legally obligated to complete the units within two (2) years from the date of the first sale in a building/unit, and that any HUD (U.S.) Property Report we may have seen or received is not applicable to this purchase.
  - If we default in payment of our obligation under the installment contract or note we will forfeit any and all sums paid to either the SELLER or paid in advance into the Trust.
  - The FairShare Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Fairfield to FairShare Plus members who have achieved certain eligibility criteria as set forth in the Member's Directory. Only Points associated with vacation ownership interests purchased directly from Fairfield or Points associated with other vacation ownership interests as determined by Fairfield are eligible to be counted toward VIP eligibility. See the current FairShare Plus Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Property to a third party purchaser, the Points associated with the Property will not be eligible to be counted toward VIP eligibility in such purchaser. Fairfield, in its sole discretion, with our prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Property by Owner to a third party purchaser may also result in a reduction or loss to such purchaser of other FairShare Plus benefits.
- 8** I/We hereby acknowledge:
- We have received no advice from SELLER, SELLER's salesperson, or anyone on behalf of SELLER, relating to the deductibility under Federal or state tax laws, of interest or other expenses related to our purchase of the UDI.
  - This UDI is being purchased for my own personal vacation use and enjoyment.
  - Our Purchase is not based in reliance upon the promise of a future program enhancement or resort/amenity addition which is not included in the disclosure materials provided with our purchase.
  - We have received no advice, nor had any discussion, concerning any financial or monetary advantage such as rental income, price appreciation through resale, or tax advantage.
  - SELLER does not guarantee to either repurchase the UDI or sell the said UDI for us.



KD

KD

KD

KD

KD

8. I/We acknowledge that SELLER has represented that, in addition to exchanges by or through the FairShare Plus Program, the UOI is presently acceptable to an international trade network company, the purpose of which is to allow us the option of exchanging occupancy of a reserved interval week(s) for occupancy at other resorts acceptable to such international trade network company. We understand that while our membership in the international trade network is included with our membership in FairShare Plus our participation in optional therein and is subject to the rules, regulations, terms and membership dues and other charges of such international trade network company as same exists from time to time and SELLER does not guarantee the availability of an exchange or the continuation of said program.

10. I/We acknowledge that I/we may have received during the sales presentation information regarding Resort Condominiums International, Inc. ("RCI"), which has the same parent company as SELLER, but RCI is otherwise an independent company separate and apart from the SELLER or Interval International, Inc. ("II"), an independent company separate and apart from the SELLER, and the external exchange features and benefits available to us are only those available through the acknowledged international trade network company. Our trade network company renewal fees will be paid as part of our annual FairShare Plus Assessment.

11. I/We acknowledge that the only international trade network available with this purchase is Resort Condominiums International, Inc.

SELLER does not have any control or financial interest in any other international trade network company. SELLER does hereby disclaim and shall not be responsible for any assurances or representations set forth within the brochures and information of the international trade network company, same being representations of such international trade network company only. We acknowledge receipt of all international trade network disclosure materials and that SELLER is paying our initial membership fee in the international trade network company.

12. I/We acknowledge that our use of the FairShare Vacation Plan is limited to the units at the resort locations described in the FairShare Plus Vacation Program Directory ("Directory"). We acknowledge that prior to signing the Contract we were informed, and understood, that SELLER and certain of its subsidiaries currently offer Owners in good standing certain visiting member privileges at times other than during their reserved periods to use SELLER-owned facilities and certain other facilities of certain other participating resorts as set forth in the current rate schedule for each such resort, subject to the payment of certain user fees and to other terms and conditions from time to time in effect. Any of the facilities which are from time to time made available may be changed or eliminated without notice at any time, and the rates, terms and conditions which from time to time apply may also be changed without notice at any time.

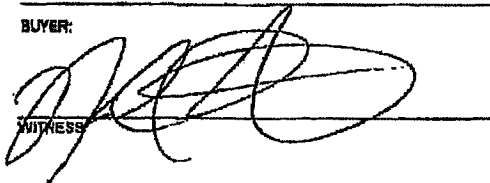
13. I/We acknowledge that SELLER will not honor any verbal representations made to you other than those documented in writing.

The undersigned Buyer(s), whether one or more, by signing in the space provided below, hereby certifies that he/she has read each and every one of the foregoing statements and that he/she understands each one and has had an opportunity to inquire of the SELLER with respect to those issues.

  
 BUYER: KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

BUYER:

WITNESS



5-3-04  
 DATE

RETURN TO: GREENSPOON, MARDER, & AL  
TRADE CENTER SOUTH 4710  
100 WEST CYPRESS CREEK ROAD  
FT. LAUDERDALE, FL 33309

Contract No.: 33-0410275  
Sales Price: \$ 8,452.00

PREPARED BY: Kim Thompson  
Title Department  
8427 South Park Circle, Suite 500  
Orlando, Florida 32819

08/30/2004 10:39 AM  
Doc stamps \$9.50  
(Transfer Act \$ 8452)  
Instruments: 2004-218028  
Book: 5391  
Page: 1900

**SPECIAL WARRANTY DEED OF CONVEYANCE**  
(Ocean Walk II)

THIS DEED, made this 23rd day of July, 2004, by and between FAIRFIELD RESORTS, INC., a Delaware Corporation, having its principal place of business at 8427 South Park Circle, Suite 500, Orlando, Florida 32819 as GRANTOR, and Kimberly Daniels DBA Spoken Word Ministries

as GRANTEE(S), whose address is: 300 North Atlantic Avenue, Daytona, Florida 32118.

**WITNESSETH**

That the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee(s), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant bargain and sell and convey unto the aforesaid Grantee(s), their heirs, devisees, successors and assigns, the following described property:

A 77,000 / 188,713,000 undivided tenant-in-common fee simple interest in the grouping of VOI Units commonly known as Units 820-828; 720-728 of Fairfield Daytona Beach at Ocean Walk II, A CONDOMINIUM, together with all appurtenances thereto, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium, as recorded in Official Records Book 5278, Page 541 et seq., public records of Volusia County, Florida, together with any and all amendments and supplements thereto. Grantee(s) Contract Number with Grantor for the purchase of the interest identified herein is 33-0410275.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The Property described above is a/an BIENNIAL ownership interest as described in the Declaration for the projects and such ownership interest has been allocated 154,000 Points as defined in the Declaration for use in Odd year.

This conveyance is subject to and by accepting this Deed Grantee(s) does hereby agree to assume the obligation for payment of a pro rata or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee(s) accepts title subject to the restrictions, liens and obligations set forth in the: (1) Conditions, restrictions and limitations, reservations, easements and other matters of record; (2) Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, a Condominium as recorded in Official Records Book 5257, Page 469, et seq., Public Records of Volusia County, Florida, together with any and all amendments and supplements thereto; (3) Declaration of Reciprocal Easement recorded in Official Records Book 4670, Page 1289, and First Amendment recorded in Official Records Book 4793, Page 2166, Public Records of Volusia County, Florida; (4) Easement as to Ocean Walk Tower Marketing Agreement (Tower II) recorded in Official Records Book 4670, Page 1320, Public Records of Volusia County, Florida; (5) Declaration of Access and Use and Grant of Easements recorded in Official Records Book 4670, Page 1271, and First Amendment recorded in Official Records Book 4793, Page 2156, Public Records of Volusia County, Florida; (6) Declaration of Easements recorded in Official Records Book 4670, Page 1308, and First Amendment recorded in Official Records Book 4793, Page 2161, Public Records of Volusia County, Florida; (7) Grant of Permanent Easements and Agreement between The City of Daytona Beach and Tower II Development Co., L.L.C., a Florida limited liability company, recorded in Official Records Book 4793, Page 2184, Public Records of Volusia County, Florida; (8) Declaration of Use Rights and Reservation of Easement, as recorded in Official Records Book 5257 at page 600 et seq., Public Records of

Book: 5391  
Page: 1901  
Diane M. Matosak  
Volusia County, Clerk of Court

Volusia County, Florida; (9) Amended and Restated Declaration of Easements, as recorded in Official Records Book 5257 at page 594 et seq., Public Records of Volusia County, Florida; (10) Encroachment Easement Agreement between Ocean Walk Resort Condominium Association, Inc. and Fairfield Resorts, Inc., as recorded in Official Records Book 5257 at page 619 et seq., Public Records of Volusia County, Florida; and (11) Lease Agreement entered into the 6<sup>th</sup> day of May, 1998 by and between the City of Daytona Beach ("City") and Ocean Walk Properties, Ltd., as recorded on December 28, 2000, in Official Records Book 4829, Page 1141, Public Records of Volusia County, Florida, as amended and assigned from time to time; and agree(s) to perform the obligations set forth therein in accordance with the terms thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee(s) that it is lawfully seized of the interest conveyed herein; that it has good and lawful authority to sell and convey said interest; that it hereby fully warrants title to said interest and will defend the same against the lawful claims of all persons claiming by and through Grantor; and that said interest is free of all encumbrances except easements, restrictions, and reservations of record and taxes for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

(CORPORATE SEAL)



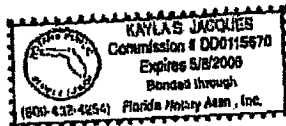
FAIRFIELD RESORTS, INC.

By: Kim Thompson  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of July, 2004, by Kim Thompson as Vice President of FAIRFIELD RESORTS, INC., a Delaware Corporation, on behalf of the corporation. He/she is personally known to me and did not take an oath.

(AFFIX SEAL)



Kayla S. Jacques  
Print Name: Kayla S. Jacques  
Notary Public, State of FLORIDA  
Serial Number, if any: N/A  
My Commission Expires: 05/08/06

Recording Fee: 18.50

Doc Stamps: 59.50

RETURN TO: GREENSPOON, MARDER, ET. AL  
TRADE CENTER SOUTH #700  
100 WEST CYPRESS CREEK ROAD  
FT. LAUDERDALE, FL 33309

Contract  
Sales Price  
Parcel

#33-0410275  
\$11,200.00  
#

08/30/2004 10:38 AM  
Doc stamps 26.95  
Intangible Tax 15.21  
Instrument# 2004-218029  
Book: 5391  
Page: 1902

## MORTGAGE DEED

THIS INSTRUMENT PREPARED BY: FAIRFIELD DAYTONA BEACH AT OCEAN WALK II  
FAIRFIELD RESORTS, INC., TITLE DEPARTMENT  
6427 SOUTH PARK CIRCLE, SUITE 500  
ORLANDO, FL 32819 PHONE: 407-370-5200

THIS MORTGAGE made the 25th day of April, 2004,

by: KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES ("MORTGAGOR"), of 300 N ATLANTIC AVE, DAYTONA, FL 32118 0000 to FAIRFIELD RESORTS, INC., a Delaware corporation (MORTGAGEE).

WITNESSETH that MORTGAGOR has executed a promissory note ("Note") dated 04-25-2004, the terms of which are incorporated herein by this reference, in the principal sum of \$7,606.00, and with final payment due on 05-09-2014.

NOW THEREFORE, to secure payment of the note and performance of the covenants herein and for good and valuable consideration, the MORTGAGOR grants, sells and conveys to MORTGAGEE, its successors or assigns, the following described Property, more particularly described as follows:

A 77000 / 188,713,000 undivided tenant-in-common interest in Units 620-628; 720-728 ("Property") of FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all appurtenances thereto, ("Condominium"), as further defined in the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium ("Declaration") which shall be or has been recorded in the Public Records of Volusia County, Florida, and all amendments thereof and supplements thereto, if any.

Together with all improvements, hereditaments and appurtenances thereto now or hereafter existing, the rents, issues and profits thereof, and any interest MORTGAGOR may own in all fixtures now or hereafter attached to or used in connection with the premises described above, and together with MORTGAGOR'S interest in all furniture, furnishings and appliances now or hereafter located on the Property. MORTGAGOR grants to MORTGAGEE a security interest in all such personal property with all the rights of a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the above mortgaged Property unto the MORTGAGEE, its successors and assigns forever, subject to those items set forth in the Warranty Deed of even date herewith, from MORTGAGEE, to MORTGAGOR and pertaining to the Property, provided that upon full payment of the note, and the performance of the covenants and warranties herein, then this mortgage and note shall be null and void. Any renewal or extension of note, or any modification of this mortgage, shall not waive any rights of the MORTGAGEE created hereby.

MORTGAGOR (jointly and severally, if more than one) warrants and covenants to and with MORTGAGEE as follows:

1. MORTGAGOR has the right to convey and mortgage the Property. It is unencumbered, and MORTGAGOR will forever protect and defend the Property against all claims. This is a purchase money first mortgage.
2. MORTGAGOR will keep the Property fully insured against loss by fire and lightning and such other risks as MORTGAGEE may require, with an insurance company satisfactory to MORTGAGEE, for the benefit of MORTGAGEE, provided, however, that the foregoing obligations shall be deemed satisfied if the Owner's Association maintains a "master" or "blanket" policy on the project which provides insurance against fire, hazards included with the terms "extended coverage" and such other hazards as MORTGAGEE may require, and in such amounts and for such periods as MORTGAGEE may require. MORTGAGOR shall furnish evidence satisfactory to MORTGAGEE of the existence of insurance complying with warranty contained in this paragraph.

Contract Number: 33-0410278

3. MORTGAGOR will promptly pay when due all amounts due under the note, all taxes, assessments and charges against the Property, including any assessments by the Owners' Association and the Fairshare Vacation Owners Association.
4. Except as may be expressly authorized by applicable law, MORTGAGOR will not commit or permit waste of any kind on the Property.
5. Except as may be expressly authorized by applicable law, MORTGAGOR will not sell, transfer or further encumber any part of the Property without MORTGAGEE'S prior written consent, and upon the prior consent being obtained, a subsequent purchaser of the Property may, subject to conditions, be permitted to assume the balance of the mortgage loan on the original terms.
6. Any forbearance of MORTGAGEE in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be deemed to be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by MORTGAGEE shall not be deemed to be a waiver of MORTGAGEE'S right to accelerate the maturity of the indebtedness secured by this Mortgage.
7. If all or part of the Property or an interest therein is sold or transferred by MORTGAGOR without MORTGAGEE'S prior written consent, excluding (a) transfer by devise, descent or operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest to one party to occupy the Property during only one calendar year not containing an option to purchase, MORTGAGEE may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. MORTGAGEE shall have waived such option to accelerate if, and only if, prior to the sale or transfer, MORTGAGEE and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to MORTGAGEE and that the interest payable on the sums secured by this Mortgage shall be at such rate as MORTGAGEE shall request. No sale or transfer of the Property to or the assumption of the Mortgage and the Note secured hereby by a third party shall act to release MORTGAGOR from any liability under the Mortgage and the Note secured hereby unless MORTGAGEE expressly releases said MORTGAGOR in writing.

If all or any part of the Property or an interest therein is sold or transferred by MORTGAGOR with MORTGAGEE'S prior written consent, MORTGAGOR hereby agrees to pay MORTGAGEE a reasonable assumption fee, as MORTGAGEE may establish from time to time, at the time MORTGAGEE approves the assumption of this Mortgage by the person to whom the Property is sold or transferred.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

8. Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by judicial proceeding without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.

Contract Number: 33-0418275

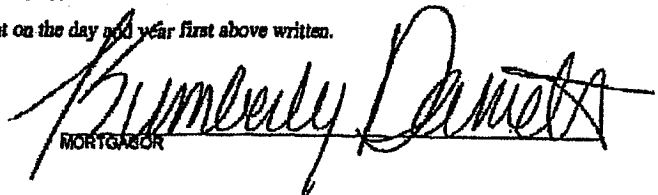
10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.

Signed and delivered, in presence of:

  
MORTGAGOR

KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES  
PRINT NAME

MORTGAGOR

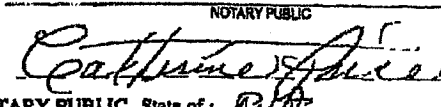
PRINT NAME

STATE OF Florida  
COUNTY OF VOLUSIA

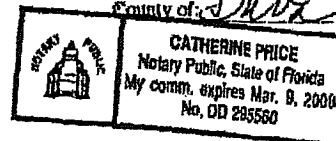
The foregoing instrument was acknowledged before me this 25th day of April, 2004, by KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES, who produced a photographic ID or driver's license as identification and who did not take an oath.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Name:   
NOTARY PUBLIC, State of: FLA

County of: Duval



12/30/2008 02:34 PM  
Instrument# 2008-249970 # 1  
Book: 6308  
Page: 4970  
Diane M. Matousek  
Volusia County, Clerk of Court

Contract Number: 000330410275  
THIS INSTRUMENT WAS PREPARED BY:  
Wyndham Vacation Resorts, Inc.  
Title Services  
8427 South Park Circle  
Orlando, FL 32819

### SATISFACTION OF MORTGAGE

**KNOW ALL MEN BY THESE PRESENTS:** That Wyndham Vacation Resorts, Inc., a Delaware corporation, states that it is the owner and holder of the mortgage described below and that the indebtedness secured by the mortgage dated 05/12/2004 and executed by Kimberly Daniels DBA Spoken Word Ministries, encumbering property in the county of Volusia, as described in the mortgage and recorded in the office of the Clerk of the Circuit Court of Volusia County, Florida on August 30, 2004, in Official Records Book 5391, Page 1902, has been paid in full and discharged; and the Clerk of said Court is hereby authorized and directed to record this instrument as a full and complete cancellation and satisfaction of said mortgage.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

Wyndham Vacation Resorts, Inc.  
a Delaware corporation

By: Nicki Lewis  
Nicki Lewis  
Authorized Representative  
STATE OF Florida )  
COUNTY OF Orange ) SS.



(corporate seal)

This foregoing instrument was acknowledged before me this 5th day of December, 2008, by Nicki Lewis as Authorized Representative Wyndham Vacation Resorts, Inc., a Delaware corporation. He or she is personally known to me and did not take an oath.

(affix notary seal)



Yvette Gonzalez  
Printed Name: Yvette Gonzalez  
Notary Public, State of Florida  
My Commission Expires: 10/25/2011

# **FAIRSHARE VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION**

THIS FAIRSHARE VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 25th day of April, 2004, by and between Fairfield Resorts, Inc., a Delaware Corporation located at Orlando, Florida ("Plan Manager"), and KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES ("Owner").

WHEREAS, The FairShare Vacation Plan Use Management Trust Agreement and Use Restriction ("Trust Agreement"), as amended and restated, recorded in Book 4448, Page 1125 in the Public Records of VOLusia County, Florida, as amended and restated, which document is incorporated herein by reference, together with all amendments and supplements thereto, sets forth the terms, restrictions and conditions of the FairShare Vacation Plan described therein as well as the obligations of the Plan Manager to those Owners who dedicate their use, occupancy and possessory rights in their property to the Trust pursuant to the terms and conditions of the FairShare Vacation Plan by execution of this Assignment Agreement; and

WHEREAS, the Owner is the Buyer of a Vacation Ownership Interest consisting of an undivided fee simple interest in Ocean Walk II (PROPERTY) located in VOLusia county, Florida, together with the allocation to us of symbols 154,000 Points ("Points") described in the Contract for Purchase and Sale ("Contract") # 33-M10275 and/or in the Deed between the Owner and Fairfield Resorts, Inc..

WHEREAS, the Owner desires to subject the use, occupancy and possessory rights in the above described Property in the FairShare Vacation Plan pursuant to the terms, restrictions and conditions of the Trust Agreement.

NOW THEREFORE, in consideration of \$ Five Thousand paid by Owner to Plan Manager and the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract or Property of any Mortgagee or Secured Party. Nothing contained herein shall contravene the obligation of Owner under the Contract.
- Owner hereby subjects the use, occupancy and possessory rights in the Property to the FairShare Vacation Plan ("Plan") exchange program as same is defined in the Trust Agreement and surrenders and dedicates the possession and use of said Property to the FairShare Vacation Plan Use Management Trust ("Trust") to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's use and occupancy of the Property subjected to the Trust Agreement shall be subject to the terms and provisions of same, as well as the Management Agreement, as same may be amended from time to time.
- Plan Manager shall assign Owner 154,000 Points ("Points"), as defined in the Trust Agreement, which Points shall be used to reserve use of property dedicated to the Trust through FairShare Plus in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the Owner's interest in the property and are to be used in each ODD year.
- Owner hereby transfers his use and occupancy rights in and to the Property to the Trust for the period of time this Assignment Agreement is effective and accordingly grants to the Trustee or its assigns and the Plan Manager the right to assign the possession and use rights of the Property on an annual basis or biannual basis, if applicable, to Owners in the Plan in return for Owner's Use Rights to utilize the FairShare Plus Program of exchange in accordance with the terms and provisions of the Trust Agreement.
- Owner, his heirs, successors and assigns, hereby designate the Plan Manager, its successors or assigns, as its Voting Designee, as same is defined in the Trust Agreement, to exercise his voting rights in the Ocean Walk II (POA) for the period of time this Assignment Agreement is effective. Unless notified otherwise by Owner no less than 30 days prior to an annual or special meeting of the POA, the Plan Manager shall exercise said voting rights of the Owner pursuant to the terms and conditions of the Trust Agreement unless otherwise provided by applicable law.
- Owner, by subjecting the use and occupancy rights in the Property to the Plan, becomes a member of the FairShare Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association.
- Owner hereby agrees to pay to the Trust on behalf of the Association an annual FairShare Plus Assessment ("Assessment") for certain expenses attributable to the Plan in accordance with the provisions of the Trust Agreement, as amended from time to time, which annual Assessment includes Owner's share of the expenses associated with the operation and maintenance of the Plan, hereinafter referred to as the "Program Fee", and may include Owner's proportionate share of Owner's POA maintenance fees and common expenses attributable to his Property, hereinafter referred to as "POA Fee." Said annual Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to a pre-authorized checking system. The Plan Manager on behalf of Trustee shall cause the above referenced POA Fee portion of the Assessment to be deposited into a FairShare Plus Escrow Account until such funds become due and are delivered to the above referenced POA. Owner hereby authorizes the Trustee or its assigns to withdraw the POA Fee described in the Contract from and out of the Escrow Account and pay same over to the underlying POA so long as said Property is subjected to the Plan, provided Owner remains current in all annual Assessments payable to the Trust. The current annual FairShare Plus Assessment including the Program Fee and POA Fee is \$311.91.
- This Assignment Agreement shall become effective on the date above written.
- This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations against the Property. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment is terminated, future access to the Program will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates:
  - termination of the Declaration in which the Property is located in accordance with the underlying Declaration of Covenants and Restrictions establishing said regime; or
  - termination of the plan; or
  - termination by Trustee after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan
 Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in Properties dedicated to the Plan and said use and occupancy rights in the Property shall automatically revert to the Owner.
- This Assignment Agreement and the terms and conditions of the Trust Agreement shall constitute a covenant running with the land and shall be binding upon the Owner, his heirs, successors and assigns, provided, however, the application of this covenant on the Property may be terminated in accordance with Paragraph 9 above or shall terminate automatically if and when the record title to Property shall be held by the Developer, Seller or Fairfield Resorts, Inc. ("Fairfield") subsequent to conveyance to Owner
- Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under the Contract resulting in the termination of said Contract, this Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Property to be returned to Owner, subject to any Owner commitments or confirmed reservations in the Property by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted from the assessments made by Owner at date of termination. Upon such termination, all such benefits and obligations of Owner pursuant to the Contract shall continue in force and effect.
- The FairShare Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Fairfield to FairShare Plus members who have achieved certain eligibility criteria as set forth in the Member's Directory. Only Points associated with vacation ownership interests purchased directly from Fairfield or Points associated with other vacation ownership interests as determined by Fairfield are eligible to be counted toward VIP eligibility. See the current FairShare Plus Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Property to a third party purchaser, the Points associated with the Property will not be eligible to be counted toward VIP eligibility to such purchaser. Fairfield, in its sole discretion, with out prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Property by Owner to a third party purchaser may also result in a reduction or loss to such purchaser of other FairShare Plus benefits.
- The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement

The terms and conditions of this Assignment Agreement set forth above shall survive death of the Property to Owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNERS:

Kimberly Daniels  
KIMBERLY DANIELS DBA SPOKEN WORD MINISTRIES

FAIRFIELD RESORTS, INC., PLAN MANAGER

OWNERS:

[Signature]  
WITNESS: [Signature]

BY

[Signature]  
Authorized Representative



REDACTED

Appropriate box(es)

initials

in of (day)

1

1973-001

D-16

# **EXHIBIT E**

**EXHIBIT E**

STANDARD

# **FAIRFIELD RESORTS PURCHASE AND SALE AGREEMENT**

06933-0809340  
CONTRACT NUMBER

THIS FAIRFIELD RESORTS PURCHASE AND SALE AGREEMENT ("AGREEMENT") executed this 29TH day of APRIL, 2008 by and between FAIRFIELD RESORTS, INC., 8427 South Park Circle, #500, Orlando, Florida 32819, a Delaware corporation hereinafter referred to as "SELLER", and SPOKEN WORD MINISTRIES KIMBERLY DANIELS & ARDELL DANIELS, Member Number: 6080257215, Telephone Number: (904) 237-9363 (904) 237-9251 of 121 SCHOOVER KEY PLACE JACKSONVILLE FL 32218 USA, hereinafter referred to as a "BUYER" WITNESSETH:

## **1. AGREEMENT TO BUY AND SELL.**

SELLER agrees to sell and BUYER agrees to purchase for the purchase price of \$33,200.00, together with interest and closing costs as hereinafter provided, a 308080 / 139,685,509 undivided ten-in-common interest in Units 2028-2033, 2128-2133, 2229, 2331, 2324, 2339, 2331 ("Property") of FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all appurtenances thereto ("CONDOMINIUM"), located at 350 North Atlantic Avenue, Daytona Beach, Florida 32118, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium ("DECLARATION") which shall be or has been recorded in the Public Records of Volusia County, Florida, and all amendments thereto and supplements thereto, if any.

## **2. CONVEYANCE OF LEGAL TITLE.**

SELLER shall deliver to BUYER within 180 days after closing a Special Warranty Deed ("Deed") conveying title free and clear of all encumbrances, subject to mineral reservations, covenants, restrictions, easements and other matters of record at the time of closing and such matters as set forth in the condominium drawings recorded as an exhibit to the Declaration ("CONDOMINIUM DRAWINGS") and the Declaration referenced above. At the time BUYER signs this Agreement, the Property may be subject to a mortgage by SELLER's lender (at SELLER's discretion), but the lien will be released prior to the recording of BUYER'S Deed (see paragraph 7 below).

Pursuant to this Agreement, at closing BUYER is to be conveyed title to an ownership interest in the Property with occupancy rights in every resort year ("OWNERSHIP INTEREST").

SELLER ACKNOWLEDGES RECEIPT OF BUYER'S DEPOSIT IN THE AMOUNT OF \$4,692.71 WHICH DEPOSIT INCLUDES \$349.00 OF THE PROCESSING FEE AND ALSO FILING FEES TO BE PAID BY BUYER IN THE AMOUNT OF \$446.65. BUYER may, but shall not be obligated to, obtain title insurance coverage on the Ownership Interest in the Property purchased by BUYER. BUYER hereby elects does not elect to purchase title insurance coverage.

If BUYER has elected to purchase the title insurance policy, THE AMOUNT OF \$0.00 SHALL BE DUE AND PAYABLE BY BUYER FOR THE TITLE INSURANCE PREMIUM AND ASSOCIATED COSTS EITHER UPON THE SIGNING OF THIS AGREEMENT OR PRIOR TO DELIVERY OF THE TITLE POLICY. There will be no title insurance commitment issued prior to delivery of the policy. Title insurance coverage shall be underwritten by a title insurance company through which SELLER has negotiated the lowest possible rate. The title insurance policy, if elected, will be delivered within (180) days following recording of the Deed which will not be held in escrow prior to issuance of the title policy. BUYER may elect to obtain a title insurance policy from any other title insurance provider provided that BUYER shall be solely responsible to arrange for the insurance and to pay for the cost thereof.

The estimated date of completion of construction of the Property is 04-23-2005.

The estimated date of closing is WITHIN 6 MONTHS FROM THE DATE OF THIS CONTRACT.

## **3. VACATION OWNERSHIP INTERESTS.**

The Vacation Ownership Interest being sold pursuant to this Agreement means the ownership in perpetuity in fee simple of an undivided interest as a tenant-in-common with other Owners in the Property as described hereinabove. Such interest shall be expressed as a fraction in which the numerator relates to the number of Points allocated to BUYER pursuant to the provisions of the Declaration creating the Vacation Ownership Plan. The Vacation Ownership Plan shall have a term of 40 years which shall be automatically extended for successive periods of 10 years each unless terminated as provided in the Declaration.

## **4. USE AND OCCUPANCY.**

The use, occupancy and possessory rights of BUYER'S Ownership Interest in the Property shall be subject to and governed by the terms and conditions of the Declaration. BUYER is herewith assigned 308080 Points, which Points are symbolic and are to be used by BUYER in reserving occupancy pursuant to the Declaration.

A reservation for occupancy of a Unit (as defined in the Declaration) shall be confirmed pursuant to the Reservation System Rules and Regulations of Ocean Walk II Vacation Condominium Association, Inc. ("ASSOCIATION").

## **5. ASSESSMENTS.**

BUYER understands and agrees that from and after closing BUYER shall be a member of the Association and as such shall be responsible for BUYER'S pro rata share of common expenses and any and all other expenses incurred in the operation of the Condominium pursuant to the Declaration. All amounts payable by BUYER to the Association shall be paid by BUYER in one annual assessment of the Association, as described in the Declaration. The current annual assessment is \$1330.56 which consists of BUYER'S pro rata share of common expenses, the maintenance fee, annually recurring use charges and any and all other expenses incurred in the operation of the Condominium. BUYER shall also be responsible for the payment of ad valorem property taxes on BUYER'S Ownership Interest, which amount shall be billed by the taxing entity to BUYER. The annual ad valorem taxes for the current year are estimated as \$1.68 per thousand points.

**For the purpose of ad valorem assessment, taxation and specific assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.**

The annual assessment, the amount, manner of payment, and the payment due date(s) are subject to change and shall be determined annually by the Association Board of Directors in accordance with the Declaration.

If BUYER is capable, pursuant to the Declaration, of obtaining a reservation for occupancy during the year of purchase, BUYER shall be required to also pay BUYER'S share of assessments for common expenses and BUYER'S share of ad valorem property taxes related to BUYER'S Ownership Interest. If BUYER is unable to obtain a reservation for occupancy in the year of purchase, BUYER will be obligated the following year to pay BUYER'S share of assessments for common expenses and BUYER'S share of the ad valorem property taxes related to BUYER'S Ownership Interest.

## **6. COMPLETION OF CONSTRUCTION.**

If this item is checked, Ocean Walk Development, Inc., a Florida corporation ("OWDI"), whose address is 300 North Atlantic Avenue, Daytona Beach, Florida 32116 is the owner of the Property as of the effective date of this Agreement.

SELLER has contracted with OWDI to purchase completed Units of the Resort Facility. If SELLER does not own a fee interest in the Unit(s) of the Property at the time of execution of this Agreement, SELLER's interest is that of a contract vendor. However, SELLER shall have obtained fee simple title to the Property prior to conveying the Property to BUYER free and clear of all liens and encumbrances except as provided in this Agreement.

SELLER anticipates, based upon representations made to SELLER by OWDI, that construction of the Resort Facility will be completed within the estimated time period described in the Public Offering Statement and in paragraph 2 hereabove; provided, however, that SELLER covenants that the construction of the Resort Facility will be completed within two years of the date of this Agreement, barring only events beyond the control of SELLER such as acts of God or insurmountable casualty. For purposes of this Agreement, "completion of construction" shall mean that a certificate of occupancy has been issued for the Resort Facility.

## **7. MORTGAGES.**

If this item is checked, SELLER is the owner of the Property as of the effective date of this Agreement. The Property is subject to a mortgage granted to SELLER by Fleet National Bank, as Administrative Agent, whose address is 100 Federal Street, Boston, Massachusetts 02110. The mortgage secures SELLER'S obligations to repay funds that have been or may in the future be loaned to SELLER or its affiliates. Subsequent to the sale of the above Property to BUYER but prior to recording BUYER'S Deed to the Property, the Property will be released from the mortgage, which will extinguish the lien on BUYER'S Property.

**8. DEPOSITS.** Pursuant to the Escrow Agreement ("ESCROW AGREEMENT"), the designated escrow agent is Greenapcon, Marler, Hirschfeld, Radfin, Ross & Berger, P.A. ("Escrow Agent") located at 100 W. Cypress Creek Road, Trade Center South, Suite 700, Ft. Lauderdale, FL 33309. All deposits made hereunder (i) shall be paid to SELLER and secured by a surety bond held by Escrow Agent in accordance with the Escrow Agreement and Section 721.08(5), Florida Statutes, or, if the aggregate of the deposits so secured exceeds the amount of the surety bond, then such deposits (ii) shall be held by Escrow Agent until the expiration of the cancellation period as provided on the reverse side hereof and provided BUYER has not elected to exercise its right to rescind this Agreement. The deposit shall consist of 100% of all funds or other property received from or on behalf of BUYER and shall be secured by the surety bond or by Escrow Agent in accordance with the preceding sentence until presentation of an affidavit by SELLER to Escrow Agent that the construction of the Resort Facility has been completed and closing has occurred, at which time either (i) the surety bond shall cease to constitute security for the deposits or (ii) BUYER shall transfer the deposit to Escrow Agent, SELLER, interest earned on the deposits shall be paid to SELLER. All notices and claims of BUYER against the Escrow Agent shall be made to Escrow Agent, Attn: Leonard Lubart, at the address set forth above.

Inventory No 000330327

BUYER'S INITIALS

FD AD

(as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement. No 662/Rev 6-03



**9. PURCHASER'S REPRESENTATIONS.** BUYER, by his execution of this Agreement, does represent that he is of legal age, and that he has received a copy of this Agreement and understands the conditions of this Agreement. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT BE USED AS HIS PRINCIPAL RESIDENCE. BUYER warrants and represents to SELLER that the purchase of the Ownership Interest is made for BUYER's personal use and such purchase is based upon its value as a vacation experience or for spending leisure time, and not for the purpose of acquiring an appreciating investment or with an expectation that the Ownership Interest may be resold. BUYER does further acknowledge, agree and warrant that the purchase of this Ownership Interest is made for his personal use and that there have been no representations concerning rentals, rent potential or profit, tax advantages, depreciation or investment potential or other monetary or financial advantages and that none of such things have been represented to him by SELLER, its agents, employees or associates. BUYER acknowledges that the Points assigned to his Ownership Interest are symbolic of said interest and have no intrinsic value.

SELLER has submitted or will submit the Property to Condominium ownership pursuant to the Declaration. The Declaration and the exhibits thereto describe the units of the Condominium and the BUYER'S Ownership Interest and specifies BUYER'S voting rights, assessments and other obligations as an owner of an interest in the Condominium. BUYER understands and agrees that he will be a member of the Association and agrees to be bound by the rules and provisions of such Association, and the Declaration and all documents referred to herein, including the Condominium Drawings.

BUYER understands that his Ownership Interest will be determined for all purposes by reference to the Condominium Drawings and the Declaration. BUYER understands and agrees that the Declaration grants to the Board of Directors of the Association the right to place liens upon the BUYER'S Ownership Interest should BUYER be in default or fail to pay assessments when due. BUYER further acknowledges that his use of the units of the Condominium and his Ownership Interest is subject to the terms and conditions of the Declaration.

**10. DEFAULT.** Time is of the essence except where otherwise provided herein. BUYER expressly waives notice if BUYER breaches any term or condition of this Agreement. Upon BUYER'S breach of any term or condition of this Agreement for a period of 30 days, all sums paid by BUYER hereunder may be retained by SELLER as liquidated and agreed damages for breach of this Agreement or SELLER may, at its option, declare the entire remaining unpaid balance of purchase price plus accrued interest thereon due and payable, and SELLER shall be entitled to reasonable attorney's fees and all costs of collection, including court costs incurred in connection with BUYER'S default. BUYER covenants to defend and indemnify SELLER against all claims of real estate brokers and salesmen (other than brokers or salesmen employed by SELLER) due to acts of BUYER or BUYER'S representatives.

Upon SELLER'S breach of any term or condition of this Agreement, BUYER shall give SELLER written notice of such default and if, within thirty (30) days from receipt of such notice, SELLER fails to commence action that would cure the default within a reasonable period of time, all monies deposited by BUYER with SELLER under the terms hereof shall be paid by SELLER to BUYER, as BUYER'S sole and exclusive remedy as a result of such breach, and thereafter neither party shall have any further rights or obligations hereunder.

**11. NO WARRANTIES.** SELLER makes no warranties, express or implied, concerning the Property, the units of the Condominium, personal property, common elements or the limited common elements, except as provided by Chapter 718, Florida Statutes.

**12. RADON GAS.** Pursuant to Section 404.036(5), Florida Statutes, all sellers of buildings in Florida are required to give the following notice: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**13. INSULATION DISCLOSURE.** Pursuant to 16 CFR 460.16, promulgated by the Federal Trade Commission, the Developer hereby discloses the following information concerning the insulation installed in the Property:

1. Type of Insulation: Bat/Blanket Thermal Insulation
2. Thickness: Roof - 6 inches
3. R-Value: Roof - R-19

**14. MODIFICATIONS AND CHANGES.** Notwithstanding paragraph 12, SELLER reserves the right to make changes in the Declaration for the purpose of correcting errors in the preparation and filing of all documents relating to the Condominium where necessary to establish the validity and enforceability of the Declaration. SELLER reserves the right to add additional phrases to the Declaration as provided therein. Notwithstanding paragraph 12, SELLER further reserves the right to make clerical or typographical corrections in any documents related hereto.

**15. FURNISHINGS.** Although all models are for display purposes only, the Units shall have furniture, appliances, equipment and access furnishings substantially similar to, or of equal quality to, those shown or used in the models. Furnishings shall constitute common elements of the Condominium. Each owner shall be responsible for maintaining and replacing such furnishings as part of the assessments for common expenses.

**16. REFUND.** In the event of cancellation during the ten (10) day cancellation period, SELLER will refund to BUYER all payments made under this Agreement, reduced by the proportion of any contract benefits the BUYER has actually received under this Agreement prior to the effective date of the cancellation, within twenty (20) days after receipt of notice of cancellation, or within five (5) days after receipt of funds from BUYER'S cleared check, whichever is later. If BUYER has used the facilities prior to cancellation, the SELLER may deduct from BUYER'S deposit the necessary funds to compensate SELLER the same as the rate of Two Hundred Dollars (\$200.00) per day or the maximum allowed under the Florida law.

#### 17. RESALE DISCLOSURE.

Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.085, Florida Statutes.

**18. BINDING EFFECT.** This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement supersedes any and all understandings and agreements between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire Agreement between the parties hereto, and any representation or inducement which is not set forth in this Agreement shall be of no force and effect. This Agreement may not be assigned by BUYER except with the prior written consent of SELLER. This Agreement may only be amended or modified by an instrument in writing between the parties.

**19. SEVERABILITY.** If any clause or provision of this Agreement shall be held invalid by Court order or otherwise, the invalidity of such clause or provision shall not effect the validity of the remainder of this Agreement. The remaining provisions of this Agreement will continue to be fully enforceable in accordance with the terms hereof.

**20. ADDITIONAL DOCUMENTS.** The parties to this Agreement will execute any additional documents which may be necessary or convenient to carry out the intent and purposes of the parties to this Agreement.

**21. GENDER AND TENSE.** Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

**22. CHOICE OF LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

**23. ASSIGNMENT.** This Agreement is not assignable by BUYER. This Agreement, however, is assignable by SELLER.

#### 24. ADDITIONAL TERMS.

This Agreement is subject to the terms and conditions set forth on the two (2) pages hereof which by this reference are made a part hereof. Receipt of a completed copy of this Agreement is hereby acknowledged by BUYER.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and year first above written.

You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract.

If you decide to cancel this contract, you must notify the SELLER in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Fairfield Resorts, Inc. at: Post Office Box 94443, Las Vegas, Nevada 89193, Attention: Contract Department. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10-day cancellation period, is prohibited.

BUYER: Kimberly Daniels

Arnell Daniels

BUYER: ARNELL DANIELS

SELLER: FAIRFIELD RESORTS, INC.

By Wayne Merabito

AUTHORIZED REPRESENTATIVE OF SELLER

\* Notify shall mean that a written notice of cancellation is delivered, by any means which law includes certified mail return receipt requested, to FAIRFIELD RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or if delivered from the place of origin if photographed, so long as the notice is actually received by the developer or its representative. If given by means of a writing transmitted or then by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the developer.

# PROMISSORY NOTE

Contract No: 00033-0609340

**1. OBLIGATION.** For value received, SPOKEN WORD MINISTRIES KIMBERLY DANIELS & ARDELL DANIELS (the "MAKER"), hereby promises to pay to FAIRFIELD RESORTS, INC., a Delaware corporation (the "HOLDER"), or order, in lawful money of the United States, the principal sum of TWENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY SIX DOLLARS AND TWENTY NINE CENTS Dollars (\$28,856.29), together with interest on the unpaid balance from 04-29-2003 until paid in full, at the rate of NINE & 99/100 percent (9.99%) per annum. Payments of principal and interest are due in installments of THREE HUNDRED EIGHTY ONE DOLLARS AND EIGHTEEN CENTS Dollars (\$381.18), or more, beginning 06-13-2003 and continuing on the 13TH day of each calendar month thereafter until the entire unpaid principal balance of this Note, together with any accrued but unpaid interest thereon, shall have been paid. Interest will begin to accrue on the date hereof.

**2. APPLICATION OF PAYMENTS.** The interest Maker owes will be calculated on a daily interest factor basis using the foregoing interest rate and the actual number of days between payments and the actual number of days in the year. If Maker makes the required installment payments prior to their due dates, the "FINANCE CHARGE" Maker pays will be less than estimated by Holder since interest is being applied on a daily basis. If, however, Maker makes any installment payments after they are due, Maker understands that Maker's delay in making the payments will necessarily increase the total amount of the "FINANCE CHARGE", even if there are no late charges assessed pursuant to this Note. Maker's payments are applied first to interest, then to any unpaid costs or expenses payable by Maker under this Note, and then to reduce the principal balance due. Interest will be charged on a daily basis starting as of the date of this Note, which is before Maker's first (1st) installment payment is due, Maker's first payment may be adjusted for the amount of principal and interest then owed as computed by use of the daily interest factor, actual receipt of payments and/or the charging of costs or expenses under this Note which are charged to Maker's installment payments. Interest shall cease upon the principal so credited. Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

**3. SECURED NOTE.** Payment of this Note is secured by a Mortgage, of even date herewith, given by MAKER for the benefit of HOLDER, encumbering MAKER'S Ownership Interest in Ocean Walk II, also referred to as the "Property", as described in the Contract for Purchase and Sale or Purchase and Sale Agreement ("Contract") and the fixtures, furnishings, and equipment located thereon situated in VOLUSIA County, Florida, as more particularly described in the Mortgage. MAKER'S interest in the Property is that of an "Owner" as such term is defined in that certain Declaration for the Resort Facility recorded or to be recorded in the Public Records of the county named above. Unless specified herein to the contrary, all capitalized terms used herein shall have the same meaning as given to such terms in the Declaration.

**4. PREPAYMENT.** MAKER may, at its option, prepay all or any part of the principal amount of this Note and at any time and from time to time without premium, bonus or penalty and interest shall cease on the principal so paid. All prepayments of principal shall be applied to the last maturing installments herein; the making of a prepayment shall not release MAKER from his obligations to pay each and every installment due hereunder until all principal and accrued interest have been paid in full.

**5. LOAN CHARGES.** If a law, which applies to this Note and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this Note exceed the permitted limits, then: (i) any interest and/or other loan charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Note, and as though this Note originally provided for the reduced interest rate and/or loan charges, as the case may be; and (ii) any sums already collected from Maker which exceeded permitted limits will be refunded to Maker. The Holder may choose to make this refund by reducing the Principal Maker owes under this Note or by making a direct payment to Maker. If a refund reduces Principal, the reduction will be treated as a partial prepayment.

**6. LATE CHARGE.** Should default in the payment of any amount due hereunder continue beyond ten (10) days from the due date of such payment, MAKER shall pay a late charge to compensate HOLDER for the added expense and inconvenience incurred by HOLDER and caused by such delay in payment. It is acknowledged by MAKER and HOLDER that the actual amount necessary to adequately compensate HOLDER in such case would be impractical and extremely difficult to calculate. MAKER and HOLDER therefore agree that the amount of such late charge shall be a minimum of \$5.00 or 1% of the amount that is late, whichever is greater.

**7. EVENTS OF DEFAULT.** All payments shall be made on or before the due date at the office of HOLDER in Orlando, Florida, or at such other place and to such authorized agent as HOLDER may designate. If MAKER shall be in default for a period of 30 days in the payment of any monthly installment (45 days if MAKER has paid more than 50% of the principal amount of the Note), HOLDER shall have the following options:

(a) In the event a deed for the Property has not been delivered to the MAKER, to terminate the Contract upon giving 30 days notice in writing to MAKER at his last known address of HOLDER'S intention to cancel the Contract. All monies therefore paid and whatever interest in said real estate acquired thereafter, if any, together with any and all improvements thereon shall be forfeited and shall remain the Property of HOLDER as liquidated damages for breach of the Contract and as reasonable rent for the Property contracted to be purchased by MAKER and that upon such forfeiture and termination of the Contract, HOLDER shall be entitled to immediate possession of said Property. The failure and omission of the HOLDER to declare this Note and Contract forfeited on any breach hereof shall not constitute a waiver of any future breach, and shall not operate to bar, abridge or destroy the right of HOLDER to declare same forfeited upon any subsequent breach.

(b) In the event a deed for the Property has been recorded, to foreclose the lien of HOLDER securing the Note in accordance with the terms of the Contract and Mortgage and seek whatever additional remedies may be available and to which HOLDER shall be entitled under Florida law. In such event the MAKER agrees to indemnify and repay HOLDER, its successors or assigns, attorney's fees and costs incurred by HOLDER, its successors or assigns, to the extent allowable by law.

**8. ACCELERATION.** If an event of default of a monetary nature shall occur, or within thirty (30) days after receipt of written notice of the occurrence of any event of default of non-monetary nature, the entire unpaid balance of this Note and all interest accrued thereon shall become immediately due and payable at the election of HOLDER.

**9. SALE OR FURTHER ENCUMBRANCE.** Upon MAKER'S sale, transfer, hypothecation, assignment or further encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or any interest therein, (excluding an assignment of rights to use Property in accordance with the provisions of the Declaration and the Rules and Regulations), HOLDER may, at its sole option, by written notice to MAKER, declare all obligations under this Note immediately due and payable. MAKER shall notify HOLDER promptly in writing of any transaction or event which may give rise to a right of acceleration under this Paragraph 9. In addition to other damages and costs resulting from MAKER'S breach of MAKER'S obligations under this paragraph, MAKER acknowledges that MAKER'S failure to give such notice may damage HOLDER in an amount equal to not less than the difference between the interest payable on the obligation hereunder and the interest which HOLDER would have been able to obtain on said sum on the date when the event which gave rise to the right of acceleration occurred.

**10. ATTORNEY'S FEES.** In the event that any action is instituted on this Note or under the mortgage or any action is instituted with respect to any event of default hereunder or under the Mortgage, the court in such action shall award a reasonable sum as attorney's fees to the party who, in light of the issues litigated and the court's decision on those issues, was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party.

**11. SET-OFF; COUNTERCLAIM.** MAKER hereby waives all rights of set-off and counterclaim with respect to this Note, including such rights of set-off and counterclaim which may arise from claims hereto unknown to MAKER.

**12. INVALIDITY.** In the event any one or more of the provisions contained in this Note are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note.

This Loan is part of Collateral under a  
 Loan Agreement, dated as  
 of January 15, 1993, as amended by  
 and among the Collateral Agent  
 (as defined therein) and the secured  
 parties thereto. A first priority security  
 interest herein is held by the Collateral  
 Agent for each of the secured parties  
 under the Collateral Agency Agreement.



13. **WAIVERS.** Except as otherwise provided herein, MAKER waives presentment and demand for payment, protest and notice of protest and nonpayment, and agrees that MAKER'S liability under this Note shall not be affected by any renewal or extension in time of the payment hereunder or by a release or change of any security for the payment of this Note. No waiver of any right or remedy of HOLDER hereunder at any time shall constitute a waiver of any other right or remedy of HOLDER or of the same right or remedy at any subsequent time.

14. **SUCCESSORS AND ASSIGNS.** All covenants and agreements herein shall be binding upon MAKER and its successors and assigns, whether so expressed or not, and all such covenants and agreements shall inure to the benefit of HOLDER and its nominees, successors and assigns.

15. **NOTICE.** All notices required or permitted to be given to HOLDER or MAKER hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed, by registered or certified mail, return receipt requested, postage prepaid and addressed to such party at the address set forth below, provided that either MAKER or HOLDER may change such address from time to time by written notice similarly given to the other:

**IF to HOLDER:**

FAIRFIELD RESORTS, INC.  
9427 South Park Circle, Suite 500  
Orlando, Florida 32819

**IF to MAKER:**

SPOKEN WORD MINISTRIES  
KIMBERLY DANIELS & ARDELL DANIELS  
121 SCHOONER KEY PLACE  
JACKSONVILLE FL 32218  
USA

Any notice so given shall be deemed to have been delivered on the day of personal delivery or, if given by United States mail, on the fifth business day after the same is deposited in the United States mail as provided above.

16. **GENDER AND TENSE.** Wherever appropriate in this Note, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

17. **CHOICE OF LAW.** Florida state law governs the rights and obligations of Maker and the Holder under this Note, except to the extent applicable United States federal law, now in existence or hereafter enacted, permits a higher interest rate in which case the applicable federal law shall govern the interest rate, and in no event will the interest rate and the aggregate of all interest or any item deemed interest exceed under any circumstance the maximum, noncumulative amount permitted by applicable law.

IN WITNESS WHEREOF, MAKER has duly executed this Note as of the date first written above.

MAKER

KIMBERLY DANIELS

ARDELL DANIELS

# **ADDENDUM TO CONTRACT AND TRUTH IN LENDING DISCLOSURE STATEMENT**

Contract Number: 09033-0909340

**SELLER: FAIRFIELD RESORTS, INC.**  
8427 SOUTH PARK CIRCLE, SUITE 500  
ORLANDO, FL 32819

**Buyer(s) Name: KIMBERLY DANIELS  
ARDELL DANIELS  
121 SCHOONER KEY PLACE  
JACKSONVILLE FL 32318 USA**

BUYER acknowledges that there is a \$349.00 processing fee which represents SELLER'S costs for processing this sale (including document preparation expenses, personnel and related expenses, office and overhead expenses, and other related expenses).

BUYER has the following options to pay the processing fee:

☒ BUYER elects to pay the processing fee up front. ☐ BUYER elects to finance a portion of the processing fee

BUYER acknowledges that BUYER is obligated to pay settlement charges in connection with this sale

If BUYER elects to finance a portion of the processing fee, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

BUYER has the following options to pay the settlement charges:

☒ BUYER elects to pay the settlement charges up front. ☐ BUYER elects to finance a portion of the settlement charges

If BUYER elects to finance a portion of the settlement charges, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

DISCOUNT: \$11,500.00

PURCHASE PRICE \$ 44,700.00 PROCESSING FEE \$ 349.00 SETTLEMENT CHARGES \$446.85  
CASH DEPOSIT \$ 4,692.71 OTHER PAYMENT \$ 0.00

"You", "your" and "yours" mean each and all of those persons who sign below. The words "we", "our" and "us" mean the SELLER named above. The information contained in this Truth-in-Lending Disclosure Statement is based on the date of 04-19-2005.

FAIRFIELD RESORTS, INC. is the "Creditor"

The following is BUYER'S "Truth-in-Lending Disclosure Statement".

Final Purchase Price Including Processing Fee: \$33,549.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided you or on your behalf.	Total of Payments The amount you will have paid after you have made payments as scheduled.	Total Sales Price The total cost of your purchase on credit including your downpayment of
9.99 %	\$16,885.31	\$28,856.29	\$45,741.60	\$4,692.71 \$50,434.31

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments begin
120	\$381.18	04-13-2005

\*The ANNUAL PERCENTAGE RATE disclosed above:

HD 1: \$ HD 2: \$

is a fixed rate ☒ may change. You have agreed to the terms of the creditor's "Pre-Authorized Check Plan" which means that the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by 1% in the event you fail to continue the "Pre-Authorized Check Plan." The maximum interest rate increase would be 1%, which means the interest rate will not increase above 10.99 %. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by 1% upon your discontinuance of the "Pre-Authorized Check Plan", your regular payments will increase to \$391.85.

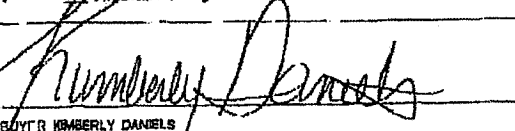
Security: You are giving a security interest in the Property being purchased. Filing Fees: \$446.85 Est

Late Charge: If a payment or part of a payment is more than ten (10) days late, you will be assessed a monthly late charge of a minimum of \$5.00 or 1% of the amount that is late, whichever is greater. Prepayment: If you pay off early, you will not have to pay a penalty. "N/A" means "not applicable" "E" means "estimate"

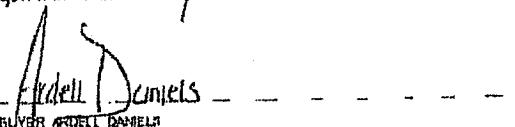
BUYER(S) should refer to the remaining provisions of the contract documents for additional information about non-payment, default, security interest, any required repayment in full before the scheduled date and prepayment refunds and penalties.

## **Itemization of the Amount Financed**

\$ \$446.85 Amount of credit provided to you for Purchase Price  
\$ \$0.00 Amount of credit provided to you for Processing Fee  
\$ \$0.00 Amount of credit provided to you for Settlement Charges  
\$ \$16,885.31 Total amount of credit provided to you.  
\$ \$0.00 Unpaid finance charge

  
BUYER KIMBERLY DANIELS

4-29-05  
DATE:

  
BUYER ARDELL DANIELS

4-29-05  
DATE:

N&M No. 025A/RW 4-04

## CONTRACT ADDENDUM

CONTRACT #: 00033-0509340

DATE: 04-29-2005

BUYER(S): KIMBERLY DANIELS AND ARDELL DANIELS

SELLER: FAIRFIELD RESORTS, INC.

BUYER has the option to pay the loan balance within thirty (30) days of the date of this sale with no interest due.

BUYER also has the option to increase the down payment within thirty (30) days from the date of purchase which could result in a lower interest rate and payment amount.

PLEASE DIRECT ALL QUESTIONS TO THE FINANCIAL SERVICES DEPARTMENT AT (888) 739-4016.

If you choose to take advantage of this option, please send your additional down payment or pay off check along with the bottom of this form to the address below.

FAIRFIELD ACCEPTANCE CORPORATION  
FINANCIAL SERVICES  
10750 W. CHARLESTON BLVD., SUITE 130  
LAS VEGAS, NV 89135-1026

TELEPHONE: 1-800-251-8738

**I. PAY OFF OPTION**

Net Purchase Price: \$ 33,200.00

Contract Number: 00033-0509340

Cash Down: \$ 4,692.71

Other Down: \$ 0.00

Processing Fee: \$ 348.00

Down Payment Amount: \$ 4,692.71

Pay Off Amount: \$ 28,856.29

Discount: \$ 11,500.00

**II. INCREASE DOWN PAYMENT OPTIONS**

TERMS	CURRENT	OPTION I	OPTION II
Down Payment Amount	\$ <u>4,692.71</u>	\$ <u>5,329.00</u>	\$ <u>16,949.00</u>
Down Payment Percent	<u>13.00</u> %	<u>15.0</u> %	<u>50.0</u> %
Payment Amount/Frequency	\$ <u>381.18</u> / Mo	\$ <u>372.77</u> / Mo	\$ <u>1,459.33</u> / Mo
Interest Rate	<u>9.99</u> %	<u>9.99</u> %	<u>9.99</u> %
Length of Terms	<u>120</u>	<u>120</u>	<u>12</u>
Additional Amount	\$ <u>N/A</u>	\$ <u>638.29</u>	\$ <u>12,256.29</u>

(The new payment amount may change if a scheduled payment has been received.)

☐ Enclosed is my pay off check totaling \$ \_\_\_\_\_

☐ I have chosen Option \_\_\_\_\_, and enclosed my additional payment totaling \$ \_\_\_\_\_

BUYER: KIMBERLY DANIELS

BUYER: ARDELL DANIELS

DATE

MANAGER

**STATEMENT OF UNDERSTANDING  
UNDIVIDED OWNERSHIP INTEREST**

Contract Number: 00093-0009340

The undersigned buyer(s) have this day entered into an agreement to purchase from FAIRFIELD RESORTS, INC. ("SELLER") a Vacation Ownership Interest ("UDI") at FAIRFIELD DAYTONA at DAYTONA, FL together with the allocation of 30000 Points. In connection with said purchase, buyer(s) acknowledge that the items set forth below have been fully disclosed and explained. Wherever appropriate in this Statement of Understanding, the singular shall be deemed to refer to the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

KD ad  
WD ad  
I/We acknowledge our twelve (12) month use year is JANUARY 1ST through DECEMBER 31ST, renewed annually.

Prior to signing a contract for the purchase of a UDI, we reviewed and understood the terms and conditions of the installment contract or agreement and were advised and understood the concept of timeshare or Vacation Ownership and Points. I/We acknowledge that the following has been fully disclosed and explained:

- a. Each Vacation Unit, as defined in the Amended and Restated FairShare Vacation Plan Use Management Trust Agreement ("the Trust Agreement"), in the FairShare Vacation Plan (also known as the FairShare Plus Program) is assigned a nightly occupancy point value, which varies depending upon the season of use, size of the unit, and resort location.
- b. The amount of my use depends upon the number of Points which have been allocated to my undivided interest in the UDI.
- c. Reservations for use of any Vacation Unit subjected to the Trust Agreement may be requested up to ten (10) months in advance, based on the first day of intended occupancy, and are confirmed on a space available basis.
- d. Points must be used within each use year, or deposited in advance in the Points Credit Pool. The Points Credit Pool is a limited feature that allows the Member to receive credit for future use when deposited up to 1 day prior to the start of the use year.
- e. Reservations must be cancelled more than thirty (30) days prior to use so Points can be used at another time. Reservations cancelled less than thirty (30) days prior to use will receive Limited Account Points that can be used only to confirm reservations thirty (30) days or less from date of arrival.
- f. Requests for reservations during certain holidays are administered on a "Rotating Priority List" basis. Other high demand periods may also be selected based upon a "Rotating Priority List," as determined by the Plan Manager, as defined in the FairShare Vacation Plan Use Management Trust Agreement (the "Trust Agreement"), as may be revised from time to time.
- g. Additional housekeeping service costs caused by short stays or longer stays will be billed separately to us.
- h. Pets are NOT allowed, except for disabled assistance.

KD ad  
WD ad  
3 I/We acknowledge

- a. **Assessment Fee:** FairShare Plus Assessment payable to the FairShare Vacation Use Management Trust ("Trust") on behalf of the Association annually in advance, in either one installment or in monthly installments, as determined by the Plan Manager, as defined in the Trust Agreement. The FairShare Plus Assessment includes POA Fee ("POA" refers to the property owners association turned in the declaration for the UDI) for our UDI assessed annually by the POA and a Program Fee assessed annually by the Association. Our FairShare Plus Assessment shall be used exclusively for the operation and administration of the Plan and for the operation and maintenance fee of the POA for our UDI; no portion of our purchase contract payments are to be allocated to such assessments. The POA Fee includes a management fee to the management firm for the POA as given in the POA's budget. The FairShare Plus Assessment also includes trade network company membership fees. I/We have received a proposed budget reflecting the POA Fee for our UDI and the Program Fee.
- b. **Settlement Charges:** Buyer(s) assume responsibility for payment of all Settlement Charges. Included are filings fees, recording fees, and title insurance. Settlement Charges are due at time closing, or in some jurisdictions at time of payoff. Estimates are shown on the Contract for Purchase and Sale.
- c. **Processing Fee:** \$349.00.
- d. **Taxes:** Buyer(s) assume responsibility for property taxes and will be billed separately.

KD ad  
WD ad  
4 I/We acknowledge that prior to signing the contract or agreement we were provided the following documents, as amended from time to time, and understand that we should not rely on any representations other than those contained in said documents:

- a. Amended and Restated FairShare Vacation Plan Use Management Trust Agreement and amendments thereto, if any
- b. Articles of Incorporation of FairShare Vacation Owners Association
- c. Bylaws of FairShare Vacation Owners Association
- d. Management Agreement
- e. FairShare Plus Vacation Program Directory ("Directory")

KD ad  
WD ad  
5 I/We acknowledge that prior to signing the contract or agreement for the purchase of the above described UDI, we were furnished with a copy of the following documents or we were informed that the following documents would be available from the site upon request:

- a. We received the state property report for FLORIDA where same is applicable to this development
- b. Declaration, Project Instrument or Master Deed for the Timeshare Regime (Covenants, Conditions and Restrictions)
- c. Articles of Incorporation for Timeshare Association
- d. Bylaws for Timeshare Association
- e. Plat or Floor Plan of Timeshare Regime
- f. Reservation System Rules and Regulations of the Timeshare Regime
- g. Rules and Regulations of the Timeshare Regime
- h. Management Agreement of the Timeshare Regime
- i. Underlying master documents, if applicable

KD ad  
WD ad  
6 I/We acknowledge that the Plan Manager may redistribute the annual Points attributable to a Vacation Unit within the seasons of the year, up to a cumulative total of twenty percent (20%) increase or decrease.

I/We acknowledge

- a. We may not transfer or convey our UDI nor may we use our Points unless we are current in our annual FairShare Plus Assessments and obligations to SELLER and/or the Trust.
- b. Our UDI is exempt from the Interstate Land Sales Act because the Developer is legally obligated to complete the units within two (2) years from the date of the first sale in a building/unit, and that any HUD (ILS) Property Report we may have seen or received is not applicable to this purchase.
- c. If we default in payment of our obligation under the installment contract or note we will forfeit any and all sums paid to either the SELLER or paid in advance into the Trust.
- d. The FairShare Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Fairfield Resorts, Inc. ("Fairfield") to FairShare Plus members who have achieved certain eligibility criteria as set forth in the Member's Directory. Only Points associated with UDI purchased directly from SELLER or Points associated with other UDI as determined by Fairfield are eligible to be counted toward VIP eligibility. See the current FairShare Plus Member's Directory for the minimum Points required to participate in the VIP Program. In the event I/We sell the UDI to a third party purchaser, the Points associated with the UDI will not be eligible to be counted by such purchaser toward VIP eligibility. The sale of the UDI may also result in a reduction or loss to such third party purchaser of other FairShare Plus benefits.

KD ad  
WD ad  
I/We hereby acknowledge

- a. We have received no advice from SELLER, SELLER's salesperson, or anyone on behalf of SELLER, relating to the deductibility under Federal or state tax laws, of interest or other expenses related to our purchase of the UDI.
- b. This UDI is being purchased for my own personal vacation use and enjoyment.
- c. Our Purchase is not based in reliance upon the promise of a future program enhancement or resort/amenity addition which is not included in the disclosure materials provided with our purchase.
- d. We have received no advice, nor had any discussion, concerning any financial or monetary advantage such as rental income, price appreciation through resale, or tax advantage.
- e. SELLER does not guarantee to either repurchase the UDI or sell the said UDI for us.

No 734/Rev 9-03

kd ad

1. We acknowledge that SELLER has represented that, in addition to exchanges by or through the FairShare Plus Program, the UDI is presently acceptable to an international trade network company, the purpose of which is to allow us the option of exchanging occupancy of a reserved interval week(s) for occupancy at other resorts acceptable to such international trade network company. We understand that while our membership in the international trade network is included with our membership in FairShare Plus our participation is optional therein and is subject to the rules, regulations, terms and membership dues and other charges of such international trade network company as same exists from time to time and SELLER does not guarantee the availability of an exchange or the continuation of said program.

kd ad 10

2. We acknowledge that we may have received during the sales presentation information regarding Resort Condominiums International, Inc. ("RCI"), which has the same parent company as SELLER, but RCI is otherwise an independent company separate and apart from the SELLER or Interval International, Inc. ("II") an independent company separate and apart from the SELLER, and the exchange features and benefits available to us are only those available through the acknowledged international trade network company. Our trade network company renewal fees will be paid as part of our annual FairShare Plus Assessment.

kd ad 11

3. We acknowledge that the only international trade network available with this purchase is RESORT CONDOMINIUMS INTERNATIONAL, INC.

SELLER does not have any control or financial interest in any other international trade network company. SELLER does hereby disclaim and shall not be responsible for any assurances or representations set forth within the brochures and information of the international trade network company, same being representations of such international trade network company only. We acknowledge receipt of all international trade network disclosure materials and that SELLER is paying our initial membership fee in the international trade network company.

kd ad 12

4. We acknowledge that our use of the FairShare Vacation Plan is limited to the units at the resort locations described in the FairShare Plus Vacation Program Directory ("Directory"). We acknowledge that prior to signing the Contract we were informed, and understood, that SELLER and certain of its subsidiaries currently offer Owners in good standing certain visiting member privileges at times other than during their reserved periods to use SELLER-owned facilities and certain other facilities at certain other participating resorts as set forth in the current rate schedule for each such resort, subject to the payment of certain user fees and to other terms and conditions from time to time in effect. Any of the facilities which are from time to time made available may be changed or eliminated without notice at any time, and the rates, terms and conditions which from time to time apply may also be changed without notice at any time.

kd ad 13

5. We acknowledge that SELLER will not honor any verbal representations made to you other than those documented in writing.

The undersigned Buyer(s), whether one or more, by signing in the space provided below, hereby certifies that he/she has read each and every one of the foregoing statements and that he/she understands each one and has had an opportunity to inquire of the SELLER with respect to these issues.

Kimberly Daniels  
BUYER: KIMBERLY DANIELS

Arnell Daniels  
BUYER: ARNELL DANIELS

Jaime Morales  
FairShare Representative

4.29.05  
DATE



**Fairfield  
Resorts**

**PURCHASER INFORMATION**

**REDACTED**  
CONTRACT 0509340

PURCHASER	CO-PURCHASER
Name: <u>Kimberly Daniels</u> <small>(Include Jr. or Sr. if applicable)</small>	Name: <u>Ardell Daniels</u> <small>(Include Jr. or Sr. if applicable)</small>
Social Security Number: <u>                    </u>	Social Security Number: <u>                    </u>
Home Phone: <u>(904) 813-2734</u> <small>(Area code)</small>	Home Phone: <u>                    </u> <small>(Area code)</small>
Date of Birth: <u>                    </u>	Date of Birth: <u>                    </u>
Present Address: <u>121 Schooner Key Place</u> <small>(Street)</small> <u>Jacksonville, FL 32218</u> <small>(City, State and ZIP)</small>	Present Address: <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small>
If residing at present address for less than two years, provide: Former Address: <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small>	If residing at present address for less than two years, provide: Former Address: <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small>
Employer: <u>Spalcken Word Ministries</u> <small>(Name)</small> <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small> <u>                    </u> <small>(Phone, including area code)</small> <u>904-237-9251</u>	Employer: <u>                    </u> <small>(Name)</small> <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small> <u>                    </u> <small>(Phone, including area code)</small>
Closest relative not living with you: <u>                    </u> <small>(Name)</small> <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small> <u>                    </u> <small>(Phone, including area code)</small>	Closest relative not living with you: <u>                    </u> <small>(Name)</small> <u>                    </u> <small>(Street)</small> <u>                    </u> <small>(City, State and ZIP)</small> <u>                    </u> <small>(Phone, including area code)</small>
<p>The undersigned hereby certifies(y) that all information provided herein is complete and true, includes all pertinent information and contains no misrepresentations. The undersigned authorize(s) Fairfield Resorts, Inc. or its designees to verify the information contained herein and make such additional inquiries as may be reasonably related to or associated with this information.</p> <p><u>Kimberly Daniels</u> <u>4/24/05</u> <u>Ardell Daniels</u> <u>4/24/05</u> <small>(Signature) (Date) (Signature) (Date)</small></p>	

No. 5421/11-04

# **FAIRSHARE VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION**

THIS FAIRSHARE VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 29TH day of APRIL, 2005, by and between Fairfield Resorts, Inc., a Delaware Corporation located at Orlando, Florida ("Plan Manager"), and SPOKEN WORD INDUSTRIES KIMBERLY DANIELS & ARDELL DANIELS ("Owner").

WHEREAS, The FairShare Vacation Plan Use Management Trust Agreement and Use Restriction ("Trust Agreement"), as amended and restated, recorded in Book 4448, Page 1125 in the Public Records of VOLUSIA County, Florida, as amended and restated, which document is incorporated herein by reference, together with all amendments and supplements thereto, sets forth the terms, restrictions and conditions of the FairShare Vacation Plan described therein as well as the obligations of the Plan Manager to those Owners who dedicate their use, occupancy and possessory rights in their property to the Trust pursuant to the terms and conditions of the FairShare Vacation Plan by execution of this Assignment Agreement; and

WHEREAS, the Owner is the Buyer of a Vacation Ownership Interest consisting of an undivided fee simple interest in Ocean Walk II (PROPERTY) located in VOLUSIA County, FLORIDA, together with the allocation to us of symbolic 308000 Points ("Points") described in the Contract for Purchase and Sale ("Contract") # 00033-050040 and/or in the Deed between the Owner and FAIRFIELD RESORTS, INC..

WHEREAS, the Owner desires to subject the use, occupancy and possessory rights in the above described Property to the FairShare Vacation Plan pursuant to the terms, restrictions and conditions of the Trust Agreement.

NOW THEREFORE, in consideration of \$ Five Hundred paid by Owner to Plan Manager and the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1 Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract or Property of any Mortgage or Secured Party. Nothing contained herein shall contravene the obligation of Owner under the Contract.
- 2 Owner hereby subjects the use, occupancy and possessory rights in the Property to the FairShare Vacation Plan ("Plan") exchange program as same is defined in the Trust Agreement and surrenders and dedicates the possession and use of said Property to the FairShare Vacation Plan Use Management Trust ("Trust") to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's use and occupancy of the Property subjected to the Trust Agreement shall be subject to the terms and provisions of same, as well as the Management Agreement, as same may be amended from time to time.
- 3 Plan Manager shall assign Owner 308000 Points ("Points"), as defined in the Trust Agreement, which Points shall be used to reserve use of property dedicated to the Trust through FairShare Plus in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the Owner's interest in the property and are to be used in each full year.
- 4 Owner hereby transfers full use and occupancy rights in and to the Property to the Trust for the period of time this Assignment Agreement is effective and accordingly grants to the Trustee or its assigns and the Plan Manager the right to assign the possession and use rights of the Property on an annual basis or biennial basis, if applicable, to Owners in the Plan in return for Owner's Use Rights to utilize the FairShare Plus Program of exchange in accordance with the terms and provisions of the Trust Agreement.
- 5 Owner, his heirs, successors and assigns, hereby designate the Plan Manager, its successors or assigns, as its Voting Designee, as same is defined in the Trust Agreement, to exercise his voting rights in the Ocean Walk II (POA) for the period of time this Assignment Agreement is effective. Unless notified otherwise by Owner no less than 30 days prior to an annual or special meeting of the POA, the Plan Manager shall exercise said voting rights of the Owner pursuant to the terms and conditions of the Trust Agreement unless otherwise provided by applicable law.
- 6 Owner, by subjecting the use and occupancy rights in the Property to the Plan, becomes a member of the FairShare Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association.
- 7 Owner hereby agrees to pay to the Trust on behalf of the Association an annual FairShare Plus Assessment ("Assessment") for certain expenses attributable to the Plan in accordance with the provisions of the Trust Agreement, as amended from time to time, which annual Assessment includes Owner's share of the expenses associated with the operation and maintenance of the Plan, hereinafter referred to as the "Program Fee", and may include Owner's proportionate share of Owner's POA maintenance fees and common expenses attributable to his Property, hereinafter referred to as "POA Fee". Said annual Assessment shall be payable initially in advance in either one installment or in monthly installments pursuant to a pre-authorized checking system. The Plan Manager on behalf of Trustee shall cause the above referenced POA Fee portion of the Assessment to be deposited into a FairShare Plus Escrow Account until such funds become due and are delivered to the above referenced POA. Owner hereby authorizes the Trustee or its assigns to withdraw the POA Fee described in the Contract from and out of the Escrow Account and pay same over to the underlying POA so long as said Property is subjected to the Plan, provided Owner remains current in all annual Assessments payable to the Trust. The current annual FairShare Plus Assessment including the Program Fee and POA Fee is \$1330.56.
- 8 This Assignment Agreement shall become effective on the date above written.
- 9 This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations against the Property. Notice to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment is terminated, future access to the Program will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates:
  - a) termination of the Declaration in which the Property is located in accordance with the underlying Declaration of Covenants and Restrictions establishing said regime; or
  - b) termination of the plan; or
  - c) termination by Trustee after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan.
 Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in Properties dedicated to the Plan and said use and occupancy rights in the Property shall automatically revert to the Owner.
- 10 This Assignment Agreement and the terms and conditions of the Trust Agreement shall constitute a covenant running with the land and shall be binding upon the Owner, his heirs, successors and assigns, provided, however, the application of this covenant on the Property may be terminated in accordance with Paragraph 9 above or shall terminate automatically if and when the record title to Property shall be held by the Developer, Seller or Fairfield Resorts, Inc. ("Fairfield") subsequent to conveyance to Owner.
- 11 Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under the Contract resulting in the termination of said Contract, this Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Property to be returned to Owner, subject to any Owner commitments or confirmed reservations in the Property by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted from the assessments made by Owner at date of termination. Upon such termination, all such benefits and obligations of Owner pursuant to the Contract shall continue in force and effect.
- 12 The FairShare Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Fairfield to FairShare Plus members who have achieved certain eligibility criteria as set forth in the Member's Directory. Only Points associated with vacation ownership interests purchased directly from Fairfield or Points associated with other vacation ownership interests as determined by Fairfield are eligible to be counted toward VIP eligibility. See the current FairShare Plus Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Property to a third party purchaser, the Points associated with the Property will not be eligible to be counted toward VIP eligibility to such purchaser. Fairfield, in its sole discretion, with no prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Property by Owner to a third party purchaser may also result in a reduction of loss to such purchaser of other FairShare Plus benefits.
- 13 The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement.

The terms and conditions of this Assignment Agreement set forth above shall survive death of the Property to Owner

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written

OWNERS Kimberly Daniels  
KIMBERLY DANIELS

FAIRFIELD RESORTS, INC., PLAN MANAGER

OWNERS ArdeLL Daniels  
ARDELL DANIELS

Wayne Merabile  
Authorized Representative

WITNESS J. McKel

USE YEAR END DATE (12/31)

PAYMENT PREFERENCE FORM

Select Option(s) and complete applicable sections:

Contract Number(s)

Fixed Week Conversion/Current Owner

Fixed Week Conversion/New Sale

UDI New Sale

000330508340

☒ Go For More Points Program

☐ FairShare Plus PlusPartner Program for New Sale

☒ FairShare Plus PlusPartner Program for Existing Membership (Current Owners Only)

If a FairShare Plus account has been previously established, the additional purchase must have the same Social Security Number, Payment Frequency (Monthly or Annual), Payment Date (Day of Month) and Payment Method as the existing account.

1. CONVERSION FEE(S)

A.	Fixed Week	\$	_____
B.	FairShare Plus PlusPartner Program	\$	_____

2. FIXED WEEK ASSESSMENT

A.	Points Allocated to Ownership Interest		_____
B.	Current Annual FairShare Plus Program Assessment <input type="checkbox"/> (\$0.66 X Item 2A / 1000 points)	\$	_____
C.	Annual POA Fee(s)* (Based on current year fees.)	\$	_____
D.	Annual FairShare Plus Assessment Amount (Item 2B + 2C)	\$	_____
E.	Monthly FairShare Plus Assessment Amount (Item 2D / 12)	\$	_____

3. UDI ASSESSMENT

A.	Points Allocated to Ownership Interest		308000
B.	Current Annual FairShare Plus Program Assessment <input type="checkbox"/> (\$0.66 X Item 3A / 1000 points)	\$	172.48
C.	Current Annual POA Assessment (\$3.78 X Item 3A / 1000 points)	\$	1,158.08
D.	Annual FairShare Plus Assessment Amount (Item 3B + 3C)	\$	1,330.56
E.	Monthly FairShare Plus Assessment Amount (Item 3D / 12)	\$	110.88

4. GO FOR MORE POINTS FEE \*\*

A.	Go For More Points Allocated		308000
B.	Go For More Points Fee	\$	1330.56
C.	Monthly Go For More Points Fee (Item 4B / 24)	\$	55.44

5. TOTALS

A.	TOTAL Monthly Assessment Fee(s) *** (Items 2E + 3E + 4C) <input type="checkbox"/>	\$	168.32
B.	Processing Fee	\$	0.00
C.	Total Amount Due Today (Item 1 + 5B)	\$	0.00
D.	Fixed Week POA Fee balance (remit check to POA prior to conversion)	\$	0.00
E.	First Monthly Payment Due Date (or next payment date if adding to an existing account)		06-13-2005

For payment required today, please mark appropriate box:

☐ Check(s) attached ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Account Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

☒ CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees. If FairShare Plus PlusPartner Program is selected for your existing ownership, you will receive a separate notice of your total FairShare Plus PlusPartner Program assessment prior to being charged the new total assessment.

Member's Signature(s) Kumby Daniels Arnell Daniels

Member Number 00010267215

Prepared By Wayne Muradite Date 4.29.05

\* This amount is paid in advance. Any difference between the amount paid and the amount charged by the POA will be billed, or credited, to the member at the beginning of each following year.

\*\* Go For More Points fee is used to administer the Go For More Points Program and is not being remitted to any particular property owners association.

\*\*\* Subject to a billing charge if not paid through pre-authorized checking (PAC)

All fees are subject to change.  
FAIRFIELD RESORTS, INC.

IRN TO: GREENSPRING MARLER, E1 AL  
TRAIL 700  
100 WEST 100 CREEK RD  
FT. LAUDERDALE, FL 33306

05/15/2007 10:46 AM  
Doc stamps 235.20  
(Transfer Amt \$ 33549)  
Instrument# 2007-110536 # 1  
Book: 6059  
Page: 4814

Contract Number: 000330509340  
Sales Price: \$33,549.00

This Instrument Prepared by:  
Kim Thompson, Title Services  
Wyndham Vacation Resorts, Inc.  
Orlando, FL 32819

### SPECIAL WARRANTY DEED OF CONVEYANCE (OCEAN WALK II)

THIS DEED, made this 2nd day of April, 2007 by and between WYNDHAM VACATION RESORTS, INC., a Delaware corporation, having its principal place of business at 8427 South Park Circle, Orlando, FL 32819, as GRANTOR and Spoken Word Ministries, Inc., as GRANTEE(S), whose address is 300 N ATLANTIC AVE, DAYTONA, FL 32118.

#### WITNESSETH

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee(s), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain and sell and convey unto the aforesaid Grantee(s), their heirs, devisees, successors, and assigns, the following described property:

A 308,000/139,685,500 undivided tenant-in-common fee simple interest in the grouping of VOI Units commonly known as Units 2028 through 2033; 2128 through 2133; 2229; 2231; 2324; 2329 and 2331 of Fairfield Daytona Beach at Ocean Walk II, A CONDOMINIUM, together with all appurtenances thereto, according and subject to the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium, as recorded in Official Records Book 5279, Page 541, et seq., public records of Volusia County, Florida, together with any and all amendments and supplements thereto. Grantee(s) Contract Number with Grantor for the purchase of the interest identified herein is 000330509340.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The Property described above is a(n) Annual ownership interest as described in the Declaration and such ownership interest has been allocated 308,000 Points (as defined in the Declaration) for use by the Grantee in Eachyear(s).

This conveyance is subject to and by accepting this Deed Grantee(s) do(es) hereby agree to assume the obligation for payment of a pro rata or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee(s) accept(s) title subject to the restrictions, liens and obligations set forth in the: (1) Conditions, restrictions and limitations, reservations, easements and other matters of record; (2) Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, a Condominium as recorded in Official Records Book 5257, Page 469, et seq., Public Records of Volusia County, Florida, together with any and all amendments and supplements thereto; (3) Declaration of Reciprocal Easement recorded in Official Records Book 4670, Page 1289, and First Amendment recorded in Official Records Book 4793, Page 2166, Public Records of Volusia County, Florida; (4) Easement as to Ocean Walk Tower Marketing Agreement (Tower II) recorded in Official Records Book 4670, Page 1320, Public Records of Volusia County, Florida; (5) Declaration of Access and Use and Grant of Easements recorded in Official Records Book 4670, Page 1271, and First Amendment recorded in Official Records Book 4793, Page 2156, Public Records of Volusia County, Florida; (6) Declaration of Easements recorded in Official Records Book 4670, Page 1308, and First Amendment recorded in Official Records Book 4793, Page 2161, Public Records of Volusia County, Florida; (7) Grant of Permanent Easements and Agreement between The City of Daytona Beach and Tower II Development Co., L.L.C., a Florida limited liability company, recorded in Official Records Book 4793, Page 2184, Public Records of Volusia County,

Instrument# 2007-110536 # 2  
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Diane M. Matousek  
Volusia County, Clerk of Court

Florida; (8) Declaration of Use Rights and Reservation of Easement, as recorded in Official Records Book 5257 at page 600 et seq., Public Records of Volusia County, Florida; (9) Amended and Restated Declaration of Easements, as recorded in Official Records Book 5257 at page 594 et seq., Public Records of Volusia County, Florida; (10) Encroachment Easement Agreement between Ocean Walk Resort Condominium Association, Inc. and Fairfield Resorts, Inc., as recorded in Official Records Book 5257 at page 619 et seq., Public Records of Volusia County, Florida; and (11) Lease Agreement entered into the 6th day of May, 1998 by and between the City of Daytona Beach ("City") and Ocean Walk Properties, Ltd., as recorded on December 28, 2000, in Official Records Book 4629, Page 1141, Public Records of Volusia County, Florida, as amended and assigned from time to time; and agree(s) to perform the obligations set forth therein in accordance with the terms thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee(s) that it is lawfully seized of the interest conveyed herein; that it has good and lawful authority to sell and convey said interest; that it hereby fully warrants title to said interest and will defend the same against the lawful claims of all persons claiming by and through Grantor; and that said interest is free of all encumbrances except easements, restrictions, and reservations of record and taxes for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

WITNESSES:

1st Witness

Signature:

Printed Name: Jacqueline Taylor

Wyndham Vacation Resorts, Inc.

By:

Sharon David  
Director, Title Services

2nd Witness

Signature:

Printed Name: Tanya Laguer

STATE OF Florida )

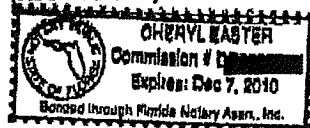
) ss.

COUNTY OF Orange )



This foregoing Deed was acknowledged before me this 2nd day of April, 2007, by Sharon David as Director, Title Services of Wyndham Vacation Resorts, Inc., on behalf of the said Corporation. He or she is personally known to me and did not take an oath.

(AFFIX SEAL)



Printed Name: Cheryl Easter  
Notary Public, State of Florida  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: 12/07/2010

Recording Fee: \$18.50  
Doc Stamps: \$235.20



RETURN TO: GREENSPOON, MANDER, ET. AL  
TRADE CENTER SOUTH #700  
100 WEST CYPRESS CREEK ROAD  
FT. LAUDERDALE, FL 33300

05/15/2007 10:46 AM  
Doc stamps 101.15  
Intangible Tax 57.71  
Instruments# 2007-110537 # 1-  
Book: 6059  
Page: 4816

Contract #33-0509340  
Sales Price \$33,549.00  
Parcel #3304 09 05 0090

## MORTGAGE DEED

THIS INSTRUMENT PREPARED BY: FAIRFIELD DAYTONA BEACH AT OCEAN WALK II  
FAIRFIELD RESORTS, INC., TITLE DEPARTMENT UDI, PHASE 330327  
8427 South Park Circle, #500  
Orlando, FL 32818 Phone: 407-370-5200

THIS MORTGAGE made this February 14, 2007, by: Spoken Word Ministries Inc., of 300  
N Atlantic Avenue, Daytona, FL 32118, and FAIRFIELD RESORTS, INC., A Delaware  
corporation, ("MORTGAGEE").

WITNESSETH that MORTGAGOR has executed a promissory note ("Note") dated April 29, 2005, the terms of which are incorporated herein by this reference, in  
the principal sum of \$28,856.29, and with final payment due on May 13, 2015.

NOW THEREFORE, to secure payment of the note and performance of the covenants herein and for good and valuable consideration, the MORTGAGOR grants,  
sells and conveys to MORTGAGEE, its successors or assigns, the following described Property, more particularly described as follows:

A 308,000 / 139,685,500 undivided tenant-in-common interest in Units 2028 through 2033, 2128 through 2133, 2229, 2231, 2324, 2329 and  
2331 ("Property") of FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, together with all appurtenances thereto  
("Condominium"), as further defined in the Declaration of Condominium for Fairfield Daytona Beach at Ocean Walk II, A Condominium  
("Declaration") which shall be or has been recorded in the Public Records of Volusia County, Florida, and all amendments thereof and supplements  
thereto, if any.

Together with all improvements, hereditaments and appurtenances thereto now or hereafter existing, the rents, issues and profits thereof, and any interest  
MORTGAGOR may own in all fixtures now or hereafter attached to or used in connection with the premises described above, and together with MORTGAGOR'S  
interest in all furniture, furnishings and appliances now or hereafter located on the Property. MORTGAGOR grants to MORTGAGEE a security interest in all such  
personal property with all the rights of a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the above mortgaged Property unto the MORTGAGEE, its successors and assigns forever, subject to those items set forth in the  
Warranty Deed of even date herewith, from MORTGAGEE, to MORTGAGOR and pertaining to the Property, provided that upon full payment of the note, and the  
performance of the covenants and warranties herein, then this mortgage and note shall be null and void. Any renewal or extension of note, or any modification of this  
mortgage, shall not waive any rights of the MORTGAGEE created hereby.

This document replaces the original Mortgage dated April 29, 2005, and any payments or setoffs hereto made to the original Mortgage will apply to  
the note amount stated herein

MORTGAGOR (jointly and severally, if more than one) warrants and covenants to and with MORTGAGEE as follows:

1. MORTGAGOR has the right to convey and mortgage the Property. It is unencumbered, and MORTGAGOR will forever protect and defend the  
Property against all claims. This is a purchase money first mortgage.
2. MORTGAGOR will keep the Property fully insured against loss by fire and lightning and such other risks as MORTGAGEE may require, with an  
insurance company satisfactory to MORTGAGEE, for the benefit of MORTGAGEE, provided, however, that the foregoing obligations shall be  
deemed satisfied if the Owner's Association maintains a "master" or "blanket" policy on the project which provides insurance against fire, hazards  
included with the terms "extended coverage" and such other hazards as MORTGAGEE may require, and in such amounts and for such periods as  
MORTGAGEE may require. MORTGAGOR shall furnish evidence satisfactory to MORTGAGEE of the existence of insurance complying with the  
warranty contained in this paragraph.

NO. 686/Rev. 9-05

Contract No. 33-0509340

3. MORTGAGOR will promptly pay when due all amounts due under the note, all taxes, assessments and charges against the Property, including any assessments by the Owners' Association and the Fairshare Vacation Owners Association.
4. Except as may be expressly authorized by applicable law, MORTGAGOR will not commit or permit waste of any kind on the Property.
5. Except as may be expressly authorized by applicable law, MORTGAGOR will not sell, transfer or further encumber any part of the Property without MORTGAGEE'S prior written consent, and upon the prior consent being obtained, a subsequent purchaser of the Property may, subject to conditions, be permitted to assume the balance of the mortgage loan on the original terms.
6. Any forbearance of MORTGAGEE in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be deemed to be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charged by MORTGAGEE shall not be deemed to be a waiver of MORTGAGEE'S right to accelerate the maturity of the indebtedness secured by this Mortgage.
7. If all or part of the Property or an interest therein is sold or transferred by MORTGAGOR without MORTGAGEE'S prior written consent, excluding (a) transfer by devise, descent or operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest to one party to occupy the Property during only one calendar year not containing an option to purchase, MORTGAGEE may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. MORTGAGEE shall have waived such option to accelerate if, and only if, prior to the sale or transfer, MORTGAGEE and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to MORTGAGEE and that the interest payable on the sums secured by this Mortgage shall be at such rate as MORTGAGEE shall request. No sale or transfer of the Property to or the assumption of the Mortgage and the Note secured hereby by a third party shall act to release MORTGAGOR from any liability under the Mortgage and the Note secured hereby unless MORTGAGEE expressly releases said MORTGAGOR in writing.

If all or any part of the Property or an interest therein is sold or transferred by MORTGAGOR with MORTGAGEE'S prior written consent, MORTGAGOR hereby agrees to pay MORTGAGEE a reasonable assumption fee, as MORTGAGEE may establish from time to time, at the time MORTGAGEE approves the assumption of this Mortgage by the person to whom the Property is sold or transferred.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

8. Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by judicial proceeding without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.

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Volusia County, Clerk of Court  
Contract No. 33-0509340

10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.

Signed and delivered, in presence of:

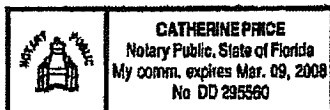
Kimberly Daniels  
MORTGAGEE, Kimberly Daniels, President of Spoken Word Ministries Inc.  
Kimberly Daniels  
FIRST NAME  
Ardell Daniels  
MORTGAGOR, Ardell Daniels, Vice President of Spoken Word Ministries Inc.  
Ardell Daniels  
FIRST NAME

STATE OF Fla.  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23rd day of March 2007 by Spoken Word Ministries Inc., who produced a photographic ID or driver's license as identification and who did not take an oath.

My Commission Expires: \_\_\_\_\_

Catherine Price  
NOTARY PUBLIC



Name: Catherine Price

NOTARY PUBLIC, State of: Fla.

County of: Duval

02/04/2009 10:39 AM  
Instrument# 2009-019798 # 1  
Book: 6319  
Page: 1833  
Diane M. Matousek  
Volusia County, Clerk of Court

Contract Number: 000330509340  
THIS INSTRUMENT WAS PREPARED BY:  
Wyndham Vacation Resorts, Inc.  
Title Services  
8427 South Park Circle  
Orlando, FL 32819

#### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Wyndham Vacation Resorts, Inc., a Delaware corporation, states that it is the owner and holder of the mortgage described below and that the indebtedness secured by the mortgage dated 04/29/2005 and executed by Spoken Word Ministries, Inc., encumbering property in the county of Volusia, as described in the mortgage and recorded in the office of the Clerk of the Circuit Court of Volusia County, Florida on May 15, 2007, in Official Records Book 6059, Page 4816, has been paid in full and discharged; and the Clerk of said Court is hereby authorized and directed to record this instrument as a full and complete cancellation and satisfaction of said mortgage.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized the day and year above written.

Wyndham Vacation Resorts, Inc.  
a Delaware corporation

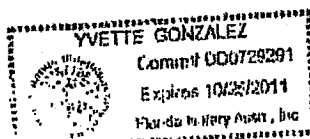
By: Nicki Lewis  
Nicki Lewis  
Authorized Representative  
STATE OF Florida )  
COUNTY OF Orange ) SS.

(corporate seal)



This foregoing instrument was acknowledged before me this 12th day of January, 2009, by Nicki Lewis as Authorized Representative Wyndham Vacation Resorts, Inc., a Delaware corporation. He or she is personally known to me and did not take an oath.

(affix notary seal)



Yvette Gonzalez  
Printed Name: Yvette Gonzalez  
Notary Public, State of Florida  
My Commission Expires: 10/25/2011



**EXHIBIT F**

**EXHIBIT F**



**CLUB WYNDHAM Plus**  
P.O. Box 98940  
Las Vegas, NV 89193  
1-888-739-4022

**Kimberly Daniels**  
**121 Schooner Key Pl**  
**Jacksonville FL 32218-4980**

[illegible]

[illegible]

# **EXHIBIT G**

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

FAMILY DIVISION

IN RE: THE MARRIAGE OF,

Case No. FMCE-14-10217

ARDELL DANIELS,  
Petitioner/Husband,

and

KIMBERLY DANIELS,  
Respondent/Wife

Division: 44/91

and

SPOKEN WORD MINISTRIES, INC.  
Third Party Defendant.

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE WITH PROPERTY**

This cause came before this Court for a hearing on a Petition for Dissolution of Marriage and Counter-Petition for Dissolution of Marriage. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
4. Marital Settlement Agreement. The parties have voluntarily entered into a Marital Settlement Agreement. Therefore, the Marital Settlement Agreement has been filed in this case and is hereby approved by this Court. The parties are ordered to obey all of its provisions.
5. The Court reserves jurisdiction to modify and enforce this final judgment.

DONE AND ORDERED at Broward County Courthouse on the 3rd day of May, 2016. ...

CIRCUIT JUDGE JOHN PATRICK CONTINI

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

FAMILY DIVISION

IN RE: THE MARRIAGE OF,

Case No. FMCE-14-10217

ARDELL DANIELS,  
Petitioner/Husband,

and

KIMBERLY DANIELS,  
Respondent/Wife

Division: 44/91

and

SPOKEN WORD MINISTRIES, INC.  
Third Party Defendant.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 3<sup>rd</sup> day of May, 2016 by and between Petitioner, Ardell Daniels, (hereinafter referred to as "HUSBAND") and Respondent, KIMBERLY DANIELS, and Third Party Defendant, SPOKEN WORD MINISTRIES, INC.

WITNESSETH

WHEREAS, the WIFE is a resident of Duval County, Florida; and

WHEREAS, the HUSBAND is a resident of Broward County, Florida; and

WHEREAS, the parties to this Agreement were married to each other on February 1, 1996 in Broward County and formally separated on the date of filing of the Petition of Dissolution of Marriage; and

WHEREAS, there are no minor children of the parties; the WIFE is not now pregnant; and no further children are contemplated; and

WHEREAS, irreconcilable differences have arisen between the parties and for reason thereof they have consented and agreed and do hereby consent and agree to live separate and apart from each other at this time and forevermore; and

WHEREAS, the parties desire to confirm, settle and adjust their property rights and financial relations each with the other, and

The following issues shall be addressed by a separate and distinct agreement within 7 days or otherwise brought before the court: HOAs, maintenance, repairs, and the dog.




**IT IS THEREFORE AGREED:**

**1. CONSIDERATION:**

In consideration of the premises and the other good and valuable consideration herein recited and in the consideration of the performance of the terms and conditions set forth in detail below, the parties have agreed and do hereby agree and covenant as follows:


**2. ACKNOWLEDGEMENT AND RELEASE OF THE WIFE:**

The WIFE acknowledges that she is represented by counsel, Veronica Robinson, Esq., and has otherwise been fully advised of her rights and obligations under this Marital Settlement Agreement. The WIFE acknowledges that the HUSBAND may not have fully disclosed to her the amount and nature of his assets and liabilities in a Family Law Financial Affidavit pursuant to Florida Family Rule of Procedure 12.902(c) and may not have represented to her the amount of his present income, all of which representations the WIFE has cannot rely upon. Despite same, the WIFE is making an intelligent decision to execute this Agreement.


 **SWMI**  
The WIFE further agrees and does hereby release, discharge and exonerate HUSBAND from the pending ejectment action pending in Broward County, Florida.

Subject to the provision of this Agreement, the WIFE does by this agreement for herself and her heirs, legal representative, executors and assigns, release and discharge the HUSBAND of and from all causes of action, claims, rights or demands whatsoever in law or equity, which she ever had or now has against the HUSBAND, except any and all cause or causes of action for divorce.

**3. ACKNOWLEDGMENT AND RELEASE OF THE HUSBAND:**

 The HUSBAND acknowledges that he is represented by counsel, Pamela M. Gordon, Esq., and has otherwise been fully advised of her rights and obligations under this Marital Settlement Agreement. The HUSBAND acknowledges that the WIFE may not have disclosed to him the amount and nature of her assets and liabilities in a Florida Family Rule of Procedure 12.902 (c) and may not have represented to him the amount of her present income, all of which representations the HUSBAND has not relied upon. Despite same, the HUSBAND intelligently executes this Agreement.

**4. ACKNOWLEDGMENT AND RELEASE OF SWMI**

 The THIRD PARTY DEFENDANT, SPOKEN WORD MINISTRIES, INC. acknowledges that it is represented by counsel, Thomas Adam, Esq., and has otherwise been fully advised of its rights and obligations under this Marital Settlement Agreement. The THIRD PARTY DEFENDANT, SPOKEN WORD MINISTRIES, INC., acknowledges that



the HUSBAND may not have fully disclosed to it the amount and nature of his assets and liabilities in a Family Law Financial Affidavit pursuant to Florida Family Rule of Procedure 12.902(c) and may not have represented to it the amount of his present income, all of which representations the SPOKEN WORD MINISTRIES, INC. cannot rely upon. Despite same, SWMI is making an intelligent decision to execute this Agreement.

5. SITUS:

The parties agree that this Agreement and the terms, covenants, provisions and conditions hereof shall be construed and interpreted according to the laws of the State of Florida and all payments required to be made hereunder will be made in U.S. currency. This original Agreement will be held in a safe deposit box at a local bank and copies of the original shall be provided to each party.

6. MARITAL ASSETS AND LIABILITIES

Pursuant to Florida Statutes §61.075, all marital assets and liabilities have been equally distributed as outlined below:

A. MARITAL ASSETS

1. REAL PROPERTY

★ ★ The parties shall sell the property located at 11881 Piccadilly Place, Davie, Florida 33325. While SWMI owns the property, all parties agree that the home shall be placed on the market and sold. The HUSBAND and WIFE shall divide the proceeds from the sale of the home in a 75%/25% split with the HUSBAND having 75%. The SWMI is responsible for managing the sale of the home and shall select the real estate agent other than the real estate agent utilized in the purchase of the home.

The parties agree that the HUSBAND shall have temporary possession of the home located at Piccadilly Place, Davie, Florida 33325 until the home is sold. The HUSBAND shall be fully responsible for the maintenance and repair of the home. If the HUSBAND is unable or unwilling to keep the home in "show ready" as defined by the real estate agent/broker, then the HUSBAND shall have 30 days from the date of written notice to vacate the home. The HUSBAND and WIFE will cooperate and timely sign any and all documents presented to him to effectuate the refinance. *Received*

The parties agree that the home at 9197 Camshire Drive, Jacksonville, Florida 32244 shall be sold immediately and the HUSBAND shall receive 100% of the proceeds after payment of the line of credit and ~~any and all other outstanding obligations~~. SWMI will maintain possession of the property at 9197 Camshire Drive, Jacksonville, Florida 32244 until the home is sold and make the monthly payment for the line of credit. SWMI has six (6) months from the date of execution of the Agreement. If SWMI does not get it

under contract within six (6) months, then SWMI will transfer its interest to the property to the HUSBAND by way of a quit claim deed. SWMI is responsible for the sale of the home. The HUSBAND shall approve the selling price. If the house does not sell, then the HUSBAND is responsible for the monthly payment of the home equity line.

The parties agree that the SWMI will quit claim deed two lots in Jacksonville, Florida on Grunthul and Mertyl Ave to the HUSBAND within 30 days of presentment of the deed to the SWMI from the HUSBAND.

The property described in the aforementioned paragraph constitutes all of the individually or jointly owned real property of the parties, or real property in which either party may claim an equitable interest.

## 2. PERSONAL PROPERTY

A small amount of the personal property acquired during the marriage has already been divided equally between the parties. The HUSBAND shall receive as his own and WIFE shall have no further rights or responsibilities regarding the following assets:

- (1) Tools located in the Davie home.
- (2) Furnishings in the Davie home except as those identified by the Wife within 15 days of the execution of this Agreement. Upon identification of the items, the Husband shall make arrangements for the Wife to obtain the items.
- (3) Husband's jewelry.
- (4) Husband's personal belongings.
- (5) Husband's assets identified by the Husband on his Financial Affidavit.

The WIFE shall receive as her own and HUSBAND and SWMI shall have no further rights or responsibilities regarding the following assets:

- (1) All personal belongings such as clothes, books, purses etc. in each home.
- (2) All personal belongings of the children- Faith Smith, Elijah and Elisha Daniels.
- (3) All furnishings in home on Camshire Drive in Jacksonville, Florida.
- (4) Wife's jewelry and all other items identified by the Wife on her Financial Affidavit.
- (5) The Husband shall return the dog, King, to the Wife. -Reserved *W.K.D.*

## 3. NON-MARITAL PROPERTY

Any and all gifts, including the parties' wedding rings and other jewelry are non-marital property and each person in possession of said gift is the sole owner of this personal property.

Any and all property located at SWMI is hereby forevermore deemed as property of SWMI.

## B. MARITAL LIABILITIES

*102*

Each party will be responsible for debts in his/her own name including credit cards and the vehicles.

Any debt, henceforth, that one party requested and acquired without prior approval from the other is the responsibility of the party acquiring the debt.

#### **C. INDEMNITY OF WIFE**

HUSBAND warrants that, except as otherwise herein specifically provided: a) he will not at any time hereafter contract any debt, charge or liability whatsoever for the WIFE, her legal representatives, heirs, assigns, property or estate shall or may become liable, except for those items afore- described; and b) he will hold the WIFE harmless against any debt, charge, or other liability hereafter contracted by him.

#### **D. INDEMNITY OF HUSBAND**

WIFE warrants that, except as otherwise herein specifically provided: a) she will not at any time hereafter contract any debt, charge or liability whatsoever for the HUSBAND, his legal representatives, heirs, assigns, property or estate shall or may become liable, except for those items afore- described; and b) she will hold the HUSBAND harmless against any debt, charge, or other liability hereafter contracted by her.

#### **E. INDEMNITY OF THIRD PARTY AGREEMENT**

HUSBAND warrants that, except as otherwise herein specifically provided: a) he will not at any time hereafter contract any debt, charge or liability whatsoever for the SWMI, his legal representatives, heirs, assigns, property or estate shall or may become liable, except for those items afore- described; and b) he will hold the SWMI harmless against any debt, charge, or other liability hereafter contracted by her.

#### **F. ALIMONY**

Both parties acknowledge that each possesses independent means to provide for their own support, care and maintenance and both parties, do hereby relinquish, renounce and waive any right, legal or otherwise, which he or she has or which he or she at this time might have to temporary, permanent, rehabilitative or lump sum alimony.

#### **G. MEDICAL INSURANCE OF THE PARTIES**

Both parties will be responsible for their own medical, dental and vision insurance.

#### **H. INCOME TAXES**

The parties have not received any tax advice from their attorney of record in this Dissolution of Marriage action for which he/she relied upon in entering into this Marital

9. **EXECUTION OF FURTHER INSTRUMENTS:**

Each of the parties hereto shall, at any time or from time to time hereafter, make, execute, acknowledge and deliver any and all further instruments described herein or that shall reasonably be required by the other party for the purpose of carrying out and obtaining full force and effect to this Agreement and the covenants, conditions and provisions thereof.

12. **ENTIRE UNDERSTANDING:**

This Agreement contains the entire undertaking between the parties and there are no oral or written promises, inducements, or agreements whatsoever between them except as herein contained.

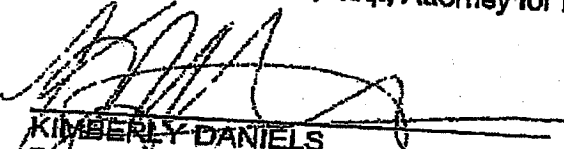
IN WITNESS WHEREOF, the parties hereto have executed this 7 page Agreement and have hereunto set their hands and seals the day and year first written. Signed, sealed, and delivered in the presence of:

  
ARDELL DANIELS  
Petitioner

DATE

5-3-16

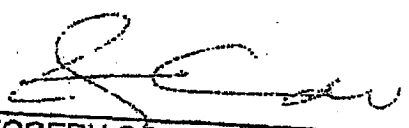
  
PAMELA GORDON, Esq., Attorney for Petitioner

  
KIMBERLY DANIELS  
Petitioner

DATE

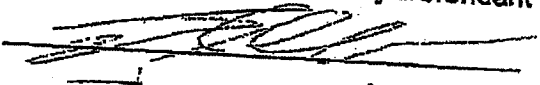
5-3-16

  
VERONICA ROBINSON, Esq.  
Attorney for Petitioner

  
JOSEPH CORDERO  
Board Member - Third Party Defendant

DATE

5-3-16

  
Thomas Adams

(7)

SEVENTEENTH JUDICIAL CIRCUIT  
MEDIATOR'S STATISTICAL INFORMATION SHEET

Mediator: Carol Olson Mediator's Phone: 831-7074  
Judge: Contini Division: 44 Case #: 14-15217 (44)  
Case Style: Arde H Daniels v Kimberly Daniels/Spoken Word  
Date of Mediation: 4-26-16 Time In: 2pm Time Out: 5:30 Total Hours:         

TYPE OF CIVIL MEDIATION

- ☐ Auto Negligence  
☐ Malpractice  
☐ Products Liability  
☐ Other Negligence  
☐ Condominium  
☐ Eminent Domain  
☐ Real Property/Mortgage Foreclosure  
☐ Contract and Indebtedness  
☐ Other Civil

TYPE OF FAMILY MEDIATION

- ☒ Dissolution  
☐ Domestic Relations

TYPE OF PROBATE MEDIATION

- ☐ Guardianship  
☐ Probate Estate

OUTCOME (CHECK ONE)

- ☐ Agreement  
☒ Partial Agreement  
☐ Matter has been continued until    for further mediation  
☐ Mediation Dismissed  
☐ No Agreement  
☐ Other

For Outcomes whereby an Agreement has been reached, please see attached.

[Signature]  
Plaintiff/Petitioner

[Signature]  
Plaintiff's/Petitioner's Attorney

Date: 4-26-16

THIRD PARTY DEFENDANT  
for Thomas Adam

THIRD PARTY DEFENDANT ATTORNEY

Return to:

Court Mediation and Arbitration Program (CMAP)  
Broward County Courthouse, Room 565  
201 S.E. 6th Street  
Ft. Lauderdale, Florida 33301  
→ attended by phone

[Signature]  
Defendant/Respondent

[Signature]  
Defendant's/Respondent's Attorney

Carol Olson  
Mediator Name (Please Print)

Carol G Olson  
Mediator's Signature

13664 CFRD  
Certification Number

COURT ADMINISTRATOR'S  
OFFICE  
FAMILY MEDIATION UNIT  
Seventeenth Judicial Circuit

BROWARD COUNTY COURTHOUSE  
201 S.E. 6TH STREET  
FORT LAUDERDALE, FL 33301  
(954)831-7074  
FAX(954) 831-6079

IN RE: Ardell Daniels, Petitioner

CASE NO. 14-10217(44)

and, Kimberly Daniels/Spoken Word Ministries, Respondent

### PARTIAL MEDIATION AGREEMENT

Ardell Daniels, Petitioner and, Kimberly Daniels Respondent /Spoken Word Ministries, Third Party Defendant have participated in mediation on April 27, 2016, at the Family Mediation Unit of the Seventeenth Judicial Circuit which has jurisdiction over the subject matter presented by the parties. The parties have agreed to the following agreement regarding:

1. The marriage between the parties is irretrievably broken.

2. ALIMONY: Deferred to Judge 

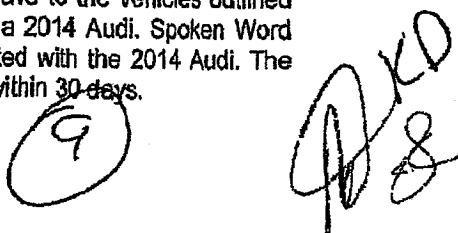
#### 3. PARTIAL EQUITABLE DISTRIBUTION:

a. MARITAL LIABILITY; In regards to the Wells Fargo Equity Line on 9197 Camphire Dr. Jacksonville, parties agree that the equity loan in both parties names shall be refinanced by the wife in 120 days, removing husband's name from the liability. If the aforementioned debt is not refinanced in 120 days, the associated property shall be placed on the market for sale on the 121 day.

b. PROPERTIES; The husbands shall have ownership of the following time shares; Westgate Resorts, Orlando FL, Diamond Resort, Daytona Beach, Ocean Walk, Daytona Beach, and any other time shares listed in wife or corporation's name. Furthermore, the husband shall be responsible for all present, outstanding and future liability for the timeshares. A quit claim deed shall be executed by the appropriate party within ten (10) days of presentment by the husband.

All remaining properties are deferred to Judge.

b. VEHICLES: The 2007 Escalade, the 1983 Porsche and the newly acquired 2014 GMC pickup (not marital property) shall become the sole property of the husband. The husband shall pay all outstanding citations (traffic tickets) on the aforementioned vehicles. Wife shall retain ownership as her own non-marital property, a 2011 Chrysler and 2012 Acura. She shall be responsible for payments and fees associated with said vehicles. Parties shall relinquish all claims they may have to the vehicles outlined herein. Spoken Word shall retain ownership of the non-marital property of a 2014 Audi. Spoken Word shall be responsible for all payments, fees and financial obligations associated with the 2014 Audi. The appropriate party shall use best efforts to transfer title of vehicles to husband within 30 days.





4. BANK ACCOUNTS: Deferred to Judge.

5. DEBTS: Deferred to Judge except as listed above..

6. Child Support and Attorney's fees and costs.; Deferred to Judge

**7. CONFLICT RESOLUTION:**

The parties agree that if a dispute arises as to this Partial Agreement the parties shall make a concerted attempt to reach an amicable resolution regarding same. If the parties are unable to agree, they shall submit to Mediation or a mutually agreed third party or professional person prior to instituting a lawsuit.

**This Agreement shall be binding on the parties hereto as of the date of this Agreement and shall remain binding thereafter unless, by mutual agreement in writing, it is subsequently modified or abandoned.**

10

KD  
8

CASE NO.: 14-10217(44)

CASE NAME: Daniels v Daniels/Spoken Word

This Agreement Dated: April 27, 2016

x [Signature] x  
Petitioner

[Signature] [Signature]  
Respondent Third Party Defendant

11881 Piccadilly  
Street Address

JACK, FL 33325  
City, State, Zip code

[Signature]  
Attorney for Petitioner

FL Bar No. 137110

954-987-0824  
Telephone number

1215 Schomaker Key Place 9245 SW 43 ST  
Street Address Street Address

JACK, FL 32218  
City, State, Zip code

MIAMI, FL 33165  
City, State, Zip code

[Signature]  
Attorney for Respondent

FL Bar No. 0074292

954-840-5301  
Telephone number

[Signature] [Signature]  
Attorney for Third Party Defendant  
Adam Bq.  
648711

904329-7249

11

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,  
IN AND FOR BROWARD COUNTY, FLORIDA

Case No.: FMCE 14-010217 (44)(91)  
Division: FAMILY

ARDELL DANIELS,  
Petitioner/Husband,

and

KIMBERLY DANIELS,  
Respondent/Wife,

and

SPOKEN WORDS MINISTRIES, INC.,  
Third Party Defendant.

**UPDATED FAMILY LAW FINANCIAL AFFIDAVIT (SHORT FORM)**  
**(Under \$50,000 Individual Gross Annual Income)**

I, ARDELL DANIELS, being sworn, certify that the following information is true:

1. My Occupation: Preacher
2. Employed by: Midtown Ministries

Business Address: 1830 University Drive, #177, Plantation, Florida 33322

Pay rate: \$2,300.00 Monthly

**SECTION I. PRESENT MONTHLY GROSS INCOME:**

- |  |    |        |
|--|----|--------|
| 1. Monthly gross salary or wages   | 1. | \$0.00 |
| 2. Monthly bonuses, commissions, allowances,<br>overtime, tips, and similar payments | 2. | 1      |

<sup>1</sup> Husband received \$1,200.00 for a speaking engagement in April, 2016, which is considered non-reoccurring income.

3.	Monthly business income from sources such as self employment, partnerships, close corporations, and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income)	3.	\$2,300.00
4.	Monthly disability benefits/SSI	4.	\$0
5.	Monthly Workers' Compensation	5.	\$0
6.	Monthly Reemployment Assistance	6.	\$0
7.	Monthly pension, retirement, or annuity payments	7.	\$0
8.	Monthly Social Security benefits	8.	\$0
9.	Monthly alimony actually received		
	9a. From this case: 0		
	9b. From other case(s): 0	9.	\$0.00
10.	Monthly interest and dividends	10.	\$0
11.	Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income)	11.	\$0.00
12.	Monthly income from royalties, trusts, or estates	12.	\$0
13.	Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses	13.	\$0.00
14.	Monthly gains derived from dealing in property (not including nonrecurring gains)	14.	\$0
15.	<b>PRESENT MONTHLY GROSS INCOME</b>	15.	<b>\$2,300.00</b>
<b>PRESENT MONTHLY DEDUCTIONS:</b>			
16.	Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)		
	a. Filing status		
	b. Number of dependents claimed	16.	\$0
17.	Monthly FICA or self-employment taxes	17.	\$0
18.	Monthly Medicare payments	18.	\$0
19.	Monthly mandatory union dues	19.	\$0
20.	Monthly mandatory retirement payments	20.	\$0

21.	Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship	21.	\$0
22.	Monthly court-ordered child support actually paid for children from another relationship	22.	\$0
23.	Monthly court-ordered alimony actually paid		
23a.	from this case:	0	
23b.	from other case(s)	0	
		23.	\$0.00
24.	TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES	24.	\$0.00
25.	PRESENT NET MONTHLY INCOME	25.	\$2,300.00

## SECTION II. AVERAGE MONTHLY EXPENSES

Description	Estimated	Amount
<b>A. HOUSEHOLD:</b>		
Mortgage or rent		\$0
Property taxes		0
Utilities <sup>2</sup>		375.00
Telephone		250.00
Food		350.00
Meals outside home		50.00
Maintenance/Repairs		50.00
<b>B. AUTOMOBILE:</b>		
Gasoline		\$200.00
Repairs		0.00
Insurance		200.00
BB&T		960.00
<b>C. CHILDREN'S EXPENSES:</b>		
Day care		\$0
Lunch money		150.00
Clothing		50.00
Grooming		50.00
Gifts for holidays		0

<sup>2</sup> Includes house phone, mobile phone, internet and cable.



Medical/dental (uninsured)	0.00
Sports	50.00
supplies and books	25.00

<b>D. INSURANCE:</b>	\$0
Medical/dental (if not listed on line 21)	0
Children's medical/dental	0
Life	

<b>E. OTHER EXPENSES NOT LISTED ABOVE:</b>	\$50.00
Clothing	0
Medical/Dental (uninsured)	25.00
Grooming	0.00
Entertainment	0
Gifts	100.00
Religious Organizations	0
Miscellaneous	

	0.00
Citibank	300.00
Compass	0.00
US Bank	0.00
Discover	150.00
BBVA	0.00
Gander Master card	35.00
Chase	0.00
Capital One	80.00
Schynchrony	

**F. PAYMENTS TO CREDITORS: None**

<b>26. TOTAL MONTHLY EXPENSES</b>	<b>\$3,500.00</b>
-----------------------------------	-------------------

<b>SUMMARY</b>	<b>\$2,300.00</b>
<b>27. TOTAL PRESENT MONTHLY NET INCOME</b>	<b>\$3,500.00</b>
<b>28. TOTAL MONTHLY EXPENSES</b>	<b>\$0.00</b>
<b>29. SURPLUS</b>	<b>(\$1,200.00)</b>
<b>30. (DEFICIT)</b>	

### SECTION III: ASSETS AND LIABILITIES

**A. ASSETS:**  
**DESCRIPTION OF ITEMS.** (An "X" marks the assets that should be awarded to ARDELL DANIELS)  
 Cash (in banks or credit unions)

Current Fair Market Value	Nonmarital husband	wife
------------------------------	-----------------------	------

TD Bank Checking Account as 04/25/16	\$600.00		
Midtown Ministries (TD Bank Checking Account) as of 04/18/16	\$1,200.00		
Tifdel Air & Company (Compass Bank) as of 04/18/16	\$900.00		
Wife's unknown bank accounts	unknown		x
<b>Retirement Accounts</b>			
Wife's unknown retirement accounts	unknown		x
<b>Brokerage Accounts</b>			
Wife's unknown brokerage accounts	unknown		x
<b>Real Estate</b>			
121 Schooner Key Place, Jacksonville, Florida 32218	unknown		
11881 Picadilly Place, Davie, Florida		x	
9197 Camshire Drive, Jacksonville, Florida		x	x
Diamond Resort/Island One Resorts - Daytona Beach Regency	unknown	x	
West Gate Lakes Timeshare - 1000 Turkey Lake Road, Orlando	unknown		
Ocean Walk Daytona Timeshare	unknown		
0 Droad St., Jacksonville, Florida 32209 (Vacant Lot)	unknown		
0 Grunthal St. Jacksonville, Florida 32209 (Vacant Lot)	unknown		
<b>Business Interest</b>			
Tifdel Air & Company	unknown	x	
Kimberly Daniels Ministries International, Inc.	unknown		x
Other Wife unknown businesses	unknown		x
Spoken Word Ministries, Inc.	unknown		x
Bank of America Business Checking # [REDACTED]	unknown		
Bank of America Business Checking # [REDACTED]	unknown		
Bank of America Business Checking # [REDACTED]	unknown		

Bank of America Business Checking #	unknown
Bank of America Business Checking #	unknown
Bank of America Business Checking #	unknown
2819 Myrtle Avenue, Jacksonville, Florida	unknown
1445 Steel Street, Jacksonville, Florida	unknown
5638 Moncrief Road, Jacksonville, Florida	unknown
0 Moncrief Road, Jacksonville, Florida	unknown
(Parking Lot)	unknown
0 Moncrief Road, Jacksonville, Florida	unknown
(Parking Lot)	unknown
105 <sup>th</sup> Street, Jacksonville, Florida	unknown
Wife's books, tapes and CD	unknown

**Automobiles**

2007 Escalade ESV Long Cab	unknown	x	
2014 GMC Pick up Truck	unknown	x	
1983 Porsche 928 300horse power	unknown	x	
2013 Lexus 460L	unknown		x
2013 Chevy Silverado Pick up	unknown		x
2006 ML350 MD	unknown		x
2006 Chevy Trailblazer	unknown		x
2002 GMC Savannah Van Custom	unknown		x
2003 Chevy 15 Passenger Van	unknown		x
2006 Mazda MPD Van	unknown		x
1999 Ford 350 Econoline Van	unknown		x
2000 Dodge Intrepid	unknown		x
1999 RV	unknown		x
2012 Acura XL	unknown		x
2015 Audi A8	Unknown		x

Furniture & Furnishings			
11881 Picadilly Place, Davie, Florida	unknown		
121 Schooner Key Place, Jacksonville, Florida	unknown		
1445 Steel Street, Jacksonville, Florida	unknown		
9197 Camshire Drive, Jacksonville, Florida	unknown		
Jewelry			
Wife's jewelry, furs and watch	unknown		x
Husband's watches	unknown	x	
15 ct Tanzanite men's ring	unknown	x	
Artwork & Collectibles			
Thomas Kindade Artwork (4 pieces)	unknown		x
Other Assets			
BBQ Grille	unknown	x	
Life Insurances			
AIG Life Insurance (unknown policy number)	unknown	x	
AIG Life insurance [REDACTED]	unknown		x
AIG Life insurance [REDACTED]	unknown		x
Lincoln Financial Group [REDACTED]	unknown		x
Total Assets	\$2,700.00		

#### B. LIABILITIES:

DESCRIPTION OF ITEMS (The liabilities for which ARDELL DANIELS should be responsible are marked with an "X")

	Current Amount Owed	Nonmarital husband	wife
Mortgages on Other Real Estate			
Westgate timeshare	\$3,500.00		
Wells Fargo Equity Line of Credit (approximately)	\$101,635.31		
Auto loans			
BB&T Car Loan	\$53,000.00		
Charge/credit card accounts			
Compass	\$17,800.00		
US Bank	\$17,300.00		
Gander	\$10,200.00		

~~1018~~

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Discover	\$8,300.00		
Citibank	\$6,500.00		
Chase	\$1,100.00		
Capital One	\$1,493.00		
BBVA	\$2,380.00		
Schynchrony	\$989.00		
American Express	\$17,000.00		
Wife's credit cards	unknown		
<b>Other liabilities</b>			
Federal Student Loan (Tiffany Daniels)	\$1,200.00		
Broward Health Medical Center	\$2,090.00		
HOA	\$5,500.00		
Odessa Jackson (personal loan)	\$5,000.00		
Bernard Lewis (personal loan)	\$2,500.00		
Phil Schechter	\$11,963.00		
Sam Hammer	\$12,000.00		
Law Office of Pamela M. Gordon, P.A.	to be determined		
<b>Total Debts</b>	<b>\$271,450.31</b>		
<b>C. CONTINGENT ASSETS AND LIABILITIES</b>			
<b>Contingent Assets</b>	<b>Possible Value</b>	<b>Nonmarital husband wife</b>	
<b>Total Contingent Assets</b>	<b>\$0.00</b>		
<b>Contingent Liabilities</b>	<b>Possible Amount Owed</b>	<b>Nonmarital husband wife</b>	
Law Office of Pamela M. Gordon, P.A. (prospective attorney's fees)	to be determined		
<b>Total Contingent Liabilities</b>	<b>\$0.00</b>		

#### SECTION IV: CHILD SUPPORT GUIDELINES WORKSHEET

A Child Support Guidelines Worksheet IS or WILL BE filed in this case. This case involves the establishment or modification of child support.



I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

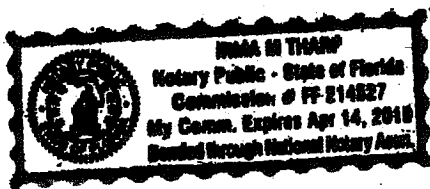
Dated: 7/25/14

[Signature]  
ARDELL DANIELS

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to or affirmed and signed before me on \_\_\_\_\_  
DANIELS.

7/25/14 by ARDELL



[Signature]  
NOTARY PUBLIC or DEPUTY CLERK

[Print, type or stamp commissioned name of notary or clerk]

☐ Personally known

☒ Produced identification

Type of identification produced FDI

STATE OF FLORIDA  
BROWARD COUNTY

I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida.

WITNESS my hand and Official Seal, Fort Lauderdale, Florida, this the 25 day of July, 2014

[Signature]  
Deputy Clerk

60200

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# **EXHIBIT H**

Prepared By:  
**ROLLIN BEUTEL**

Wachovia Bank, National Association  
Retail Credit Servicing  
P.O. Box 50010  
Roanoke, VA 24022

Return To:

Wachovia Bank, National Association  
Retail Credit Servicing  
P.O. Box 50010  
Roanoke, VA 24022

(Space Above This Line For Recording Data)

### HOME EQUITY LINE OF CREDIT SHORT FORM MORTGAGE

Being recorded pursuant to FLA. STAT. § 695.02.

#### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 10, 12, 17, 19 and 20 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 15 of the Master Form.

"Master Form" means that certain Master Form Mortgage recorded in the Office of the Clerk of the Circuit Court on May 14 2008, in Book 14500, at Page(s) 480, or Instrument No. 2008125312, for land situate in the County of DUVAL.

(A) "Security Instrument" means this document, which is dated 10 October, 2008 and the Master Form.

(B) "Borrower" is KIMBERLY DANIELS  
ARDELL DANIELS

(C) "Grantor" is  
KIMBERLY DANIELS AND ARDELL DANIELS; MARRIED

Grantor is the mortgagor under this Security Instrument.

(D) "Lender" is Wachovia Bank, National Association. Lender is a national banking association organized and existing under the laws of the United States of America. Lender's address is Wachovia Bank, National Association, 301 South College Street, VA 0343, Charlotte, NC 28288-0343. Lender is the mortgagee under this Security Instrument.

(E) "Debt Instrument" means the open-end line of credit agreement or other credit instrument signed by Borrower and dated 10/10/08. The Debt Instrument states that Lender is owed, or may be owed, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, U.S. \$ 104000.00 plus interest to be repaid in Periodic Payments and in full not later than 10/09/38. Lender is absolutely obligated under the terms of the Debt Instrument to make advances to Borrower so long as Borrower and Grantor comply with the terms of the Debt Instrument and Security Instrument.

(F) "Property" means the property that is located at  
9197 CAMSHIRE

JACKSONVILLE FL 32218

("Property Address")

and that is further described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a

time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Grantor's covenants and agreements under this Security Instrument and Borrower's covenants and agreements under the Debt Instrument. For this purpose, Grantor does hereby mortgage, grant and convey to Lender, the following described property located in the County of  
**DUVAL**, State of Florida:

DEED DATE: 12/06/97 RECORDED: 11/03/98 BOOK/INST: 9118 PAGE: 1693  
 PARCEL/TAX ID #: 016463595 TWP/BORO: CITY OF JACKSONVILLE

LOT: 15

\*SEE ATTACHED LEGAL DESCRIPTION\*

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. If the Property is a multifamily (2-4 family) dwelling, then the following items now or hereafter attached to the Property to the extent they are fixtures are also covered by this Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

If the Property includes a unit in, together with an undivided interest in the common elements of, a condominium project (the "Condominium Project") and if the Grantors association or other entity which acts for the Condominium Project (the "Grantors Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Grantor's interest in the Grantors Association and the uses, proceeds and benefits of Grantor's interest.

If the Property is a part of a planned unit development (the "PUD"), the Property also includes Grantor's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Grantors Association") and the uses, benefits and proceeds of Grantor's interest.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

#### INCORPORATION OF MASTER FORM PROVISIONS

Paragraph (I) through and including paragraph (P) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 27 of the Master Form, are incorporated into this Security Instrument by reference. Borrower and Grantor acknowledge having received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference).

For Individual Grantors:

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature Keith Keith

Chloe Kearse  
Witness (Print Name)

[Signature]  
Witness Signature

Chloe Kearse  
Witness (Print Name)

[Signature]  
Grantor KIMBERLY DANIELS

Address 8787 CAMSHIRE  
JACKSONVILLE FL 32218

Grantor ARDELL DANIELS

Address 8787 CAMSHIRE  
JACKSONVILLE FL 32218

Grantor  
Address

Grantor  
Address

Grantor  
Address

Grantor  
Address

For an Individual (on individual's own behalf or as a sole proprietor):

STATE OF Florida  
COUNTY OF Duval

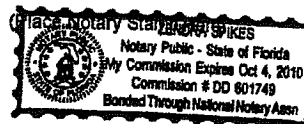
The foregoing instrument was acknowledged before me, on this 10<sup>th</sup> day of October, 2008,  
by KIMBERLY DANIELS  
ARDELL DANIELS

who is personally known to me or who has produced [Signature] (type of Identification)  
as identification.

[Signature]  
Notary Public

Zanora Spikes  
Notary Public Name (Printed or Typed)

My Commission expires: 10/4/2010





**For Non-Individual Grantors:**

Grantor  
Address

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness Signature

Witness Signature

Witness (Print Name)

Witness (Print Name)

**For a Corporation or Limited Liability Company:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name and title of officer or agent)  
of \_\_\_\_\_ (name of corporation acknowledging)  
a \_\_\_\_\_ (state or place of incorporation)  
corporation/limited liability company, on behalf of the corporation/limited liability company. He/She is  
personally known to me or who has produced \_\_\_\_\_ (type of identification)  
as identification.

Notary Public

(Place Notary Stamp Here)

Notary Public Name (Printed or Typed)

My Commission expires: \_\_\_\_\_

**For a Partnership, Limited Partnership, or Limited Liability Partnership:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name of acknowledging partner or agent),  
on behalf of \_\_\_\_\_ partner (or agent)  
a partnership/limited partnership/limited liability partnership. He/She is personally known to me or who  
has produced \_\_\_\_\_ (type of identification) as identification.

Notary Public

(Place Notary Stamp Here)

Notary Public Name (Printed or Typed)

My Commission expires: \_\_\_\_\_



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NO. 012  
To: 919043612118

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**LEGAL DESCRIPTION**

**Visit 0824697020**

**LOT 15, ARGYLE FOREST CHIMNEY LAKES UNIT 7-B,  
ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK  
47, PAGES 16, 16A, 16B, 16C AND 16D OF THE CURRENT  
PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.**

*KD*  
KD

*AD*  
AD

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